

ACTION BY: Divisions and Staff Offices in Washington, D. C.

Annual Progress Reporting

I PURPOSE

This Instruction establishes the procedure for preparing the annual progress report required in connection with the Uniform Project System of the Department, for annual budget estimates, and for other reporting purposes.

II CANCELLATION

AMS Instruction No. 438-1, Rev. 1, Annual Progress Reporting, dated July 12, 1955, is canceled by this Instruction.

III DIVISIONS AND OFFICES TO REPORT

The following divisions and staff offices shall prepare the prescribed report as indicated in the check list attached as Exhibit A:

Administrative Services	Fruit and Vegetable	Poultry
Agricultural Economics	Grain	Special Services
Agricultural Estimates	Liaison, Commissioners	Statistical Clearance
Cotton	of Agriculture	and Standards
Dairy	Livestock	Tobacco
Food Distribution	Marketing Research	

IV BASIC REPORTING PLAN

The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs but which by its nature and timing will keep reporting requirements of the program divisions to a minimum. The reporting procedure developed on the basis of this plan will serve in (1) obtaining significant achievements data and current programs information to be used in the annual budget submission; (2) reporting

(IV)

progress of work projects in accordance with the Uniform Project System of the Department; (3) developing AMS-wide reports to the public, the Secretary, and other officials and agencies; (4) summarizing and analyzing current status and trends for management purposes; and (5) furnishing the basis for answers to inquiries or preparation of special reports by staff officers.

V COMPOSITION, SUBMISSION, AND DISTRIBUTION OF ANNUAL PROGRESS REPORT

A The annual progress report in its entirety is composed of three items as follows:

- 1 Progress and accomplishments resume',
- 2 Statistical data report, and
- 3 Work project annual report.

B A chart showing the number of copies required of each item, where to submit, period covered, and date due is attached as Exhibit B. The Budget and Finance (BF) Division will distribute copies of items 1 and 2 to the Marketing Information Division and the Deputy Administrator, Marketing Research and Statistics (DRS), as required by those offices. The Office of the DRS will distribute copies, as required (except internally within divisions), of item 3.

VI PREPARATION OF REPORT

A Progress and Accomplishments Resume' (Item 1). The progress and accomplishments resume' shall consist of a narrative statement of significant achievements data and current programs information for use in the annual budget submission. It should be limited to the most significant activities and should exclude any historical or background information and procedural details. Statistical data used should agree with similar data contained in the statistical data forms (see paragraph B below). The following information, identified and grouped by work project, should be shown for each program of work:

- 1 A brief summary of significant factors contributing to or influencing the development or operation of the program during the past fiscal year and those expected for the current fiscal year. Explain any new emphasis or shifts in the programs of work and specifically identify progress on new or expanded work provided for in the fiscal year just completed.

(VI A)

2 Examples of major accomplishments during the fiscal year, including:

a Special or emergent conditions which required Federal action;

b For programs other than research - significant situations handled, results achieved, major activities completed, discontinued, or initiated during the year;

c Significant research findings (indicate whether such work is continuing or completed);

d Major improvements and/or economies in operations which have resulted in improved service to the public or expansion of the program within base funds;

e Status of work programs as of the close of the fiscal year, unless such data are included in a statistical data form.

B Statistical Data Report (Item 2). The statistical data report shall consist of statistical information covering the fiscal year(s) provided for on the forms listed in Exhibit A. As a minimum, the data should cover the past and current fiscal years, and, if possible, the budget year, particularly if significant changes are anticipated.

C Work Project Annual Report (Item 3). The work project annual report (covering period October 1 of past fiscal year through September 30 of current fiscal year) consists generally of the information described in Exhibit C. That exhibit shows also the format to be used. No printed or processed forms are provided for use in preparing this report. The following should be observed when preparing the report:

1 "Administratively Confidential" should be placed in the upper right corner of the first page;

2 An allowance of $1\frac{1}{4}$ inches should be made on the left margin of each page for binding;

3 Show page number at the lower right corner of each page;

4 Signatures should be placed on the first page as shown in Exhibit C;

(VI C)

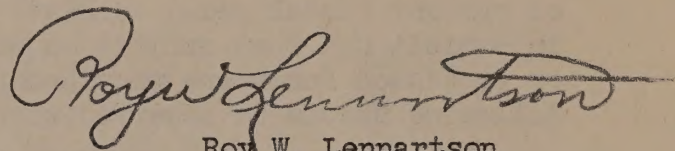
5 Special information intended for AMS personnel only should be stated in a covering memorandum attached to the report. This will permit distribution of the report outside AMS without having to modify the report prior to its distribution.

VII CURRENT ACTIVITIES

A current activities summary may be required on occasion in connection with Congressional hearings or for other purposes. Such a summary may take the form of either a brief narrative statement of highlights of the division's work accomplishments, significant trends, and major problems encountered since the formal report, or may simply be an oral briefing on these points. Current activities summaries are submitted as requested.

VIII ASSISTANCE IN PREPARING REPORT

Additional information and assistance in the preparation of the annual progress report may be obtained from the budget analyst assigned to work with the respective divisions and offices. (See Sec. III of AMS Instruction No. 430-2, Rev. 1, Organization and Responsibilities of the Budget Branch, Budget and Finance Division.) The Office of the DRS (Extension 6067) is available for assistance in preparing the work project annual report (item 3).



Roy W. Lennartson
Acting Administrator

Attachments

Check List of Divisions and Offices Responsible
For Annual Progress Report Items

Division or Office	: Item 1 :Progress and: :Accomplish- :ments Resume	: Item 2 :Statistical: :Data Report: :(Form No.):	: Item 3 :Work Project Annual Report :Project: Copies required :Nos. : by DRS
Administrative Services	: Report	: No report	: MS-1-5 : 20
Agricultural Economics	: Report	: No report	: FI 1 : 20
			: FI 2 : 20
			: FP 1 : 20
			: FP 2 : 20
			: FP 3 : 20
			: SR 1 : 22
			: SR 2 : 21
			: SR 3 : 16
			: SR 4 : 15
			: SR 5 : 24
Agricultural Estimates	: Report	: No report	:RAE-3-1 : 17
			:RAE-3-2 : 17
			:RAE-3-3 : 17
			:RAE-3-4 : 17
			:RAE-3-5 : 17
			:RAE-3-6 : 17
			:RAE-3/A : 17
Cotton	: Report	: AMS-24 -1	:MS-1-1 : 20
		: -2	:MS-2-1 : 20
		: -3	:Sec.32 ^{1/} : 15
		: -4	: : :
		: -9	: : :
		: -10	: : :
		: -19	: : :
		: -20	: : :

1/ Reports under Section 32 programs (where work projects cover work in more than one division) shall be submitted to the BF Division in original and two copies and will require signature through the division level only. The BF Division will consolidate such reports, secure the approval of the Deputy Administrator, Marketing Service and submit 15 copies of the consolidated report to the Office of the DRS.

AMS INSTRUCTION No. 125-1
EXHIBIT A

Division or Office	Item 1 : Progress and : Accomplish- : ments Resume	Item 2 : Statistical : data Report : (Form No.)	Item 3 : Work Project : Project : No.	Annual Report Copies required by DRS
Dairy	: Report	: AMS-24 -1	: MS-1-2 ^{2/}	: 20
		: -2	: MS-2-2	: 20
		: -3	: Sec. 32 ^{3/}	: 15
		: -8	:	:
		: -9	:	:
		: -10	:	:
		: -19	:	:
		: -20	:	:
		: -28	:	:
		: -29	:	:
Farmer Cooperative Service (AMS Funds)	: No report	: No report	: 1101	: 20
			: 2101	: 20
			: 3101	: 20
			: 3102	: 20
			: 3103	: 20
			: 3104	: 20
Food Distribution	: Report	: AMS-24-22	: Sec. 32 ^{3/}	: 15
		: -23	: NSL	: 17
		: -24	:	:
		: -26	:	:
		: -27	:	:
		: -31	:	:
		: -32	:	:
		: -33	:	:
		: -34	:	:
		: -35	:	:

^{2/} Dairy and Poultry Divisions will share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

^{3/} See footnote 1 on page 1 of Exhibit A.

Division or Office	Item 1 : Progress and : Accomplish- : ments Resume	Item 2 : Statistical : Data Report : (Form No.)	Item 3 : Work Project : Project : Copies required : by DRS
Fruit and Vegetable	Report	: AMS-24 -1 : -2 : -3 : -8 : -9 : -10 : -17 : -19 : -20 : -25 : -29 : -30	: MS-1-3 : 20 : MS-2-3 : 20 : MS-4-4 : 20 : Sec. 324/ : 15 : PAC-1 : 13
Grain	Report	: AMS-24 -1 : -2 : -3 : -5 : -9 : -10 : -14 : -19 : -20	: MS-1-4 : 20 : MS-2-4 : 20 : MS-2-8 : 20 : MS-4-1 : 20 : Sec. 324/ : 15
Liaison, Commissioners of Agriculture	Report	: AMS-24-18 : -21	: MS-5 : 20 : SDA-1 : 17
Livestock	Report	: AMS-24 -1 : -2 : -3 : -8 : -9 : -10 : -12 : -13 : -19 : -20	: MS-1-6 : 20 : MS-2-5 : 20 : MS-4-3 : 20 : Sec. 324/ : 15
Marketing Research	Report	: No report	: BS 1 : 26 : BS 2 : 32 : BS 3 : 37 : MD 1 : 33 : MD 2 : 29

4/ See footnote 1 on page 1 of Exhibit A.

AMS INSTRUCTION No. 125-1
EXHIBIT A

Division or Office	: Item 1 :Progress and: :Accomplish- :ments Resume:	: Item 2 :Statistical: :Data Report: :(Form No.):	: Item 3 :Work Project Annual Report :Project: Copies required :No. : by DRS
Marketing Research (Contd.)	:	:	:
	:	:	: MD 3 : 25
	:	:	: MD 4 : 24
	:	:	: OC 1 : 23
	:	:	: OC 2 : 25
	:	:	: OC 3 : 19
	:	:	: TF 1 : 21
	:	:	: TF 2 : 24
	:	:	: TF 3 : 19
	:	:	: TF 4 : 23
	:	:	: TF 5 : 18
Poultry	: Report	:AMS-24 -8	:MS-1-2 ^{5/} : 20
	:	: -9	:MS-2-7 : 20
	:	: -10	: : :
	:	: -19	: : :
	:	: -20	: : :
Special Services	: Report	:AMS-24-11	:MS-3 : 20
	:	: -15	:MS-4-5 : 20
	:	: -20	: : :
Statistical Clearance and Standards	: No report	: No report	: SC/1 : 16
	:	:	: SC/2 : 16
Tobacco	: Report	:AMS-24 -1	:MS-1-7 : 20
	:	: -2	:MS-1-8 : 20
	:	: -3	:MS-2-6 : 20
	:	: -6	:MS-2-9 : 20
	:	: -7	:MS-4-2 : 20
	:	: -9	:Sec.32 ^{6/} : 15
	:	: -10	: : :
	:	: -16	: : :
	:	: -19	: : :
	:	: -20	: : :
	:	: -29	: : :
	:	: -30	: : :

5/ Dairy and Poultry Divisions will share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

6/ See footnote 1 on page 1 of Exhibit A.

Composition and Submission of Annual Progress Report

Item No.	Annual Progress Report Item	Copies Required	Where To Submit	Period Covered	Date Due
1	Progress and Accomplishments Resume'	Orig. & 4	BF Division	Fiscal Year(s)	As soon as possible after close of f.y., but not later than July 25.
2	Statistical Data Report	Orig. & 3	BF Division	Fiscal Year(s)	As soon as possible after close of f.y., but not later than Aug. 1.
3	Work Project Annual Report <u>1/</u>	<u>2/</u>	Office of DRS	Oct. 1 of past f.y. through Sept. 30 of current f.y.	October 15.

1/ The following signatures should appear on work project annual reports prior to submission to the Office of the DRS:

Administrative Services Division	- through Division level
Agricultural Economics Division	- through Division level
Agricultural Estimates Division	- through Division level
Farmer Cooperative Service (AMS funds)	- through Farmer Cooperative Service level
Marketing Research Division	- through Division level
Marketing Services Divisions	- through Deputy Administrator for Marketing Services level
Office of Statistical Clearance and Standards	- through Chief Statistical Officer level
Liaison, Commissioners of Agriculture	(MS-5) through Deputy Administrator for Marketing Services level (SDA-1) through Liaison Officer level

2/ The number of copies required by the Office of the DRS of the work project annual report varies by project. Specific requirements for each project are indicated in the last column of Exhibit A.

RESEARCH REPORT NO. 1

1964

Project Title	Principal Investigator	Co-Investigator	Year
Project 1: Study of the effects of temperature on the growth of <i>Escherichia coli</i>	Dr. J. H. Smith	Dr. A. B. Jones	1964
Project 2: Study of the effects of pH on the growth of <i>Escherichia coli</i>	Dr. J. H. Smith	Dr. A. B. Jones	1964
Project 3: Study of the effects of oxygen concentration on the growth of <i>Escherichia coli</i>	Dr. J. H. Smith	Dr. A. B. Jones	1964

The following information is given to you by the author of this report. It is intended to be used as a guide only.

- 1. The following information is given to you by the author of this report. It is intended to be used as a guide only.
- 2. The following information is given to you by the author of this report. It is intended to be used as a guide only.
- 3. The following information is given to you by the author of this report. It is intended to be used as a guide only.
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Format and Content Guide for Work Project Annual Report

Administratively Confidential

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

- 1 Work Project No. _____
- 2 Work Project Annual Report--Year ending September 30, 19__
- 3 Division and Branch, or Office _____
- 4 Work Project Title _____

5 Over-all Work Project Information

a Purpose

Provide a brief but informative statement of the goals or results to be achieved by the work reported on.

b Summary of Progress

Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. Insofar as possible, materials prepared for this report should be adaptable for use in reports submitted to the various Research and Marketing Advisory Committees. Subjects to be included in the report will vary greatly by project, but the following illustrate the types of information desired:

- (1) Factors contributing to or influencing the development of the operation of the project during the reporting period, with special reference to the economic setting, and technological and other changes affecting work of the project.

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
Recommended:	_____	_____	_____
	_____	_____	_____
Approved:	_____	_____	_____

(5 b)

- (2) New developments in the project field, program approaches, techniques, etc.
- (3) Shifts in emphasis in work during reporting year, and reasons therefor.
- (4) Procedural changes made, if significantly affecting substantive work under project.
- (5) Cooperative or contractual arrangements, and trade and industry relationships. When the work is part of a coordinated regional endeavor and this fact is important, show the place where the work is going forward.
- (6) Specific examples of accomplishments during the reporting year, including uses made of the results of the work, groups benefited, estimated dollar value of benefits, etc.
- (7) Special or emergent conditions which required Federal action. Give a short history of such emergent conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- (8) Significant work-load data, including trends.

c Plans

State anticipated new developments and phases of work to be given special emphasis during the current year. Also indicate the broad direction the work should take in the next two or three years.

d List of Publications

Indicate in order, the title, author(s), type, and date of publication for each release since the last work project annual report. Include all bulletins, books, journal articles, and technical papers stemming from work under the project. Note the following examples:

- (1) Carbon Dioxide Immobilization of Turkeys Before Slaughter
Edwin E. Drewniak, Edward R. Baush, and Lyle L. Davis, USDA;
Circular No. 958; February 1955.

(5 d)

- (2) Fibers Used in Insulated Wire and Cable, prepared by Marketing Services Company, Division of Dunn and Bradstreet, Inc., for the United States Department of Agriculture; Marketing Research Report No. 85; April 1955.

6 Line Project Information

a Detail by Line Project

- (1) When Line Projects Are Not Involved. If the work project has had no line projects during the reporting period, indicate "No active line projects" in this section of the report.
- (2) When Work Project Has Had Line Projects During the Reporting Period. Include separate statements as indicated in subparagraphs (a) and (b) below on each line project active during the reporting period. (All line projects shown on the records of the Central Project Office, ARS, at any time during the reporting period, October 1 through September 30, are considered active projects for the purpose of this report.) Where closely corresponding line projects may advantageously be grouped together, prepare a statement for each such group. In either case, identify line projects by number and title.
- (a) Abstract. Make a brief statement which embodies the essence of item (b) below. This statement should follow as a separate paragraph after each line project number and title and should be identified as "Abstract." (Stating only that a manuscript is cleared or that accomplishments were reported in previous reports is not sufficient. The activities of the project must be stated so as to make an informative statement.)
- (b) Resume. Indicate the progress made during the year, including significant findings and accomplishments, even if tentative and incomplete. Include a statement on the known uses made of findings or the information obtained.

b Index of Line Projects

Complete and submit as a separate part of the report an Index of Line Projects, the format for which appears as the last page of this Exhibit. Instructions for the preparation of this index are given, by column, below. List every line project active during the reporting period under the work project on this index. In this way, there will be provided an

(6 b)

annual check on the status of line projects associated with the work project. (Divisions are responsible for coverage of all line projects active during the reporting period. However, the Assistant to the DRS shall endeavor to furnish each division with a list of the line projects involved.)

Explanation of Columns in Index of Line Projects:

- (1) Line Project Number. Self-explanatory.
- (2) Brief Title. Self-explanatory.
- (3) Page Number in Report. Give the page number on which the line project is discussed in the work project annual report.
- (4) Regional Project Number. Give the regional project number, if any, with which this project is associated.
- (5) Initiated. Give the year that work on project commenced. In a few cases this might have to be an approximate figure.
- (6) Most Recent Action. Give the symbol (as indicated below), and year and month in which most recent action was approved. This would be the date of line project approval or revision as obtained on Form AD-149, Line Project Description, or the date of extension or discontinuance as obtained on Form AD-157, Line Project Discontinuance or Extension.

Symbols to be Used:

Approved - A
Revised - R
Extended - E
Discontinued - D

Example: E-6/56

- (7) Anticipated Completion. Give year and month that the line project is expected to be completed. This may differ from the estimated completion date set at the time the line project description was approved or its latest extension date.

(6 b)

- (8) Change in Location or Cooperation. List any change made in the geographic location of the project or in the cooperation (formal) with other organizations since the submission of AD-149 (if approved during reporting year) or since the last work project annual report. It is only necessary to show in the proper column the locations or the names of cooperators that have been added or deleted. Indicate whether the change is an addition (+) or a deletion (-). Insert dashes (--) in these columns when there is no change. This information will be used in bringing the project descriptions on file in the Central Project Office and in the Office of the DRS up to date.

(Continued on reverse side.)

Chlorophyll *a* and *b* were determined using a spectrophotometer (Shimadzu UV-1601) at 663 and 646 nm, respectively. The concentrations of chlorophyll *a* and *b* were calculated using the following equations (Arar and Parsons 1995):

Line Project Number (1)	Brief Title (2)	Page Number (3)	Regnl. Project No. (4)	Initi- ated (5)	Most Recent Action (6)	Antic. Compl. (7)	(8)	Changes in:	Cooperation
							Locations		

ACTION BY: Divisions and Staff Offices in Washington, D. C.

Annual Progress Reporting

I PURPOSE

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II CANCELLATION

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Agricultural Economics	Fruit and Vegetable	Statistical Clearance
Agricultural Estimates	Grain	and Standards
Cotton	Liaison, *-Matching	Tobacco
Dairy	Fund Program-*	
*-Marketing Research and	Livestock	
Statistics (Office of the	Marketing Research	
Deputy Administrator)-*	Poultry	

IV BASIC REPORTING PLAN

The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs but which by its nature and timing will keep reporting requirements of the program divisions to a minimum. The reporting procedure developed on the basis of this plan

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will serve in (1) obtaining significant achievements data and current programs information to be used in the annual budget submission; (2) reporting progress of work projects in accordance with the Uniform Project System of the Department; (3) developing AMS-wide reports to the public, the Secretary, and other officials and agencies; (4) summarizing and analyzing current status and trends for management purposes; and (5) furnishing the basis for answers to inquiries or preparation of special reports by staff officers.

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B A chart showing the number of copies required of each item, where to submit, period covered, date due, and *-distribution-* is attached as Exhibit B. * * *

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-1 Simplicity of expression should be sought in view of the varied purposes for which the reports are used. Highly technical subject matter should be avoided whenever possible;-

2 "Administratively Confidential" should be placed in the upper right corner of the first page;

(VI C)

3 An allowance of $1\frac{1}{4}$ inches should be made on the left margin of each page for binding;

4 Show page number at the lower right corner of each page;

5 Signatures should be placed on the first page as shown in Exhibit C;

6 Special information intended for AMS personnel only should be stated in a covering memorandum attached to the report. This will permit distribution of the report outside AMS without having to modify the report prior to its distribution.

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VIII ASSISTANCE IN PREPARING REPORT

Additional information and assistance in the preparation of the annual progress report may be obtained from the budget analyst assigned to work with the respective divisions and offices. * * * The Office of the Deputy Administrator for Marketing Research and Statistics (DRS) (Extension 6067) is available for assistance in preparing the work project annual report (item 3).


Roy W. Lennartson
Acting Administrator

Attachments

Check List of Divisions and Offices Responsible
For Annual Progress Report Items

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			Project Nos.	Copies Required by DRS
Administrative Services	Report	No report	MS-1-5	16
Agricultural Economics	Report	No report	FI 1 FI 2 FP 1 FP 2 FP 3 SR 1 SR 2 SR 3 SR 4 SR 5	22 22 20 20 20 21 19 21 18 23
Agricultural Estimates	Report	No report	RAE-3-1 RAE-3-2 RAE-3-3 RAE-3-4 RAE-3-5 RAE-3-6 RAE-3/A	16 20 18 20 17 17 18
Cotton	Report	AMS-24 -1 -2 -3 -4 -9 -10 -19 -20	MS-1-1 MS-2-1 Sec. 32	22 22 <u>1</u> /

1/ Reports under Section 32 programs (where work projects cover work in more than one division) shall be submitted to the BF Division in original and two copies and will require signature through the division level only. The BF Division shall consolidate such reports, secure the approval of the Deputy Administrator, Marketing Services, and submit 16 copies of the consolidated report to the Office of the DRS.

Division or Office	Item 1	Item 2	Item 3	
	Progress and Accomplishments Resume	Statistical Data Report (Form Nos.)	Work Project Nos.	Annual Report Copies Required by DRS
Dairy	Report	AMS-24	-1 : MS-1-2 <u>2/</u>	17
			-2 : MS-2-2	17
			-3 : Sec. 32	<u>3/</u>
			-8 :	
			-9 :	
			-10 :	
			-19 :	
			-20 :	
			-28 :	
			-29 :	
Farmer Cooperative Service (AMS Funds)	No report	No report	1101	24
			2101	28
			3101	24 - <u>4/</u>
			3102	25
			3103	26
			3104	24
Food Distribution	Report	AMS-24-22	SL-1-1	15
			-23 : SL-1-2	15
			-24 : SL-2	15
			-26 : Sec. 32	<u>3/</u>
			-27 :	
			-31 :	
			-32 :	
			-33 :	
			-34 :	
			-35 :	
			-36-	
			-37-	

2/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

3/ See footnote 1 on page 1 of Exhibit A.

-4/ Eight of the indicated copies of the work project annual report are held by the Director's Office, Marketing Research Division, for use by that Office.-

Division or Office	Item 1 Progress and Accomplish- ments Resume'	Item 2 Statistical Data Report (Form Nos.)	Item 3 Work Project Annual Report	
			Project Nos.	Copies Required by DRS
Fruit and Vegetable	Report	AMS-24 -1	MS-1-3	20
		-2	MS-2-3	20
		-3	MS-4-4	20
		-8	PAC-1	20
		-9	Sec.32	<u>5/</u>
		-10		
		-17		
		-19		
		-20		
		-25		
		-29		
		-30		
Grain	Report	AMS-24 -1	MS-1-4	18
		-2	MS-2-4	18
		-3	MS-2-8	18
		-5	MS-4-1	18
		-9	Sec.32	<u>5/</u>
		-10		
		-14		
		-19		
		-20		
Liaison, *-Matching Fund Program-*	Report	AMS-24-18	MS-5	16
		-21	SDA-1	16
Livestock	Report	AMS-24 -1	MS-1-6	18
		-2	MS-2-5	18
		-3	MS-4-3	18
		-8	Sec.32	<u>5/</u>
		-9		
		-10		
		-12		
		-13		
		-19		
		-20		
Marketing Research	Report	No report	BS 1	33
			BS 2	37
			BS 3	45
			MD 1	37
			MD 2	36

5/ See footnote 1 on page 1 of Exhibit A.

-6/ Eight of the indicated copies of the work project annual report are held by the Director's Office, Marketing Research Division, for use by that Office.-

AMS INSTRUCTION No. 125-1

Rev. 1

EXHIBIT A

Division or Office	Item 1	Item 2	Item 3	
	Progress and Accomplishments Resume	Statistical Data Report (Form Nos.)	Work Project Nos.	Annual Report Copies Required by DRS
Marketing Research (Cont'd.)			MD 3	34
			MD 4	30
			OC 1	36
			OC 2	36
			OC 3	32
			TF 1	26 - 6/
			TF 2	28
			TF 3	27
			TF 4	32
			TF 5	27
			CCC-1-1	26
-Marketing Research and Statistics (Office of Deputy Administrator)-	No report	AMS-24-38	No report	
Poultry	Report	AMS-24-8	MS-1-2 7/	18
		-9	MS-2-7	18
		-10		
		-19		
		-20		
Special Services	Report	AMS-24-11	MS-3	16
		-15	MS-4-5	16
		-20		
Statistical Clearance and Standards	No report	No report	SC/1	18
			SC/2	18
Tobacco	Report	AMS-24-1	MS-1-7	17
		-2	MS-1-8	17
		-3	MS-2-6	17
		-6	MS-2-9	17
		-7	MS-4-2	17
		-9	Sec. 32	8/
		-10		
		-16		
		-19		
		-20		
		-29		
		-30		

7/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

8/ See Footnote 1 on Page 1 of Exhibit A.

Composition, Submission, and Distribution of Annual Progress Report

Item No.	Annual Progress Report Item	Copies Required	Where To Submit	Period Covered	Date Due
1	Progress and Accomplishments Resume	Orig. <u>1</u> / & 4	BF Division	Fiscal Year(s)	As soon as possible after close of f.y., but not later than <u>July 25</u> .
2	Statistical Data Report	Orig. <u>1</u> / & 3	BF Division	Fiscal Year(s)	As soon as possible after close of f.y., but not later than <u>Aug. 1</u> .
3	Work Project Annual Report <u>2</u> / .	<u>3</u> /	Office of DRS	Oct. 1 of past f.y. through Sept. 30 of current f.y.	<u>October 15</u> .

*-1/ The BF Division shall distribute copies to the Marketing Information Division and the DRS as required by those offices.

2/ The following signatures should appear on work project annual reports prior to submission to the Office of the DRS:

Administrative Services Division	- Approved by Deputy Administrator, Marketing Services
Agricultural Economics Division	- Recommended by Division Director
Agricultural Estimates Division	- Recommended by Division Director
Marketing Research Division	- Recommended by Division Director
Farmer Cooperative Service (AMS funds)	- Approved by Administrator, Farmer Cooperative Service and concurring initials by Marketing Research Division Director
Marketing Services Divisions	- Approved by Deputy Administrator, Marketing Services
Office of Statistical Clearance and Standards	- Recommended by Chief Statistical Officer
Liaison, Matching Fund Program	- [MS-5) Approved by Deputy Administrator, Marketing Services (SDA-1) Recommended by Liaison Officer

3/ The number of copies required by the Office of the DRS of the work project annual report varies by project. Specific requirements for each project are indicated in the last column of Exhibit A. The Office of the DRS shall distribute copies, as required (except internally within divisions).-*

Format and Content Guide for Work Project Annual Report

Administratively Confidential

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

- 1 Work Project No. _____
- 2 Work Project Annual Report--Year ending September 30, 19__
- 3 Division and Branch, or Office _____
- 4 Work Project Title _____

5 Overall Work Project Information.a Purpose.

(Provide a brief but informative statement of the goals or results to be achieved by the work reported on.)

b Summary of Progress.

(Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. * * * Subjects to be included in the report will vary greatly by work project. The following information is desired:

- (1) Factors contributing to or influencing the development of the operation of the project during the reporting period such as the economic setting; *-shifts in emphasis in work and reasons therefor; technological and new developments in the project field; and changes in procedure and program approaches made, if significantly affecting substantive work under the project. Indicate significant trade and industry relationships.-*

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
Recommended:	_____	_____	_____
	_____	_____	_____
Approved:	_____	_____	_____

(5 b)

* * *

- (2) Specific examples of accomplishments during the reporting year, including uses made of the results of the work, groups benefited, estimated dollar value of benefits, etc.
- (3) Special or emergent conditions which required Federal action. Give a short history of such emergent conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- (4) Significant workload data, including trends.)

c Plans.

(State anticipated new developments and phases of work to be given special emphasis during the current year *-for the overall work project.-* Also indicate the broad direction the work should take in the next two or three years. *-Give detail plans by line project under item 6 a (2).)-*

d List of Publications.

(Indicate in order, the title, author(s), type, and date of publication for each release since the last work project annual report. *-Indicate, when possible, the line project number(s) under which this work was accomplished.-* Include all bulletins, *-reports,-* books, journal articles, and technical papers stemming from work under the project. Note the following examples:

- (1) *-Use of Antibiotics, Other Drugs, and Vitamin B₁₂ at Low Levels in Formula Feeds, V. John Brensike, AMS-120, May 1956; OC 2-50.
- (2) Fabrics and Fibers for Passenger Cars, prepared by Stewart, Dougall and Associates, Inc., of New York, N.Y., for the United States Department of Agriculture, Marketing Research Report No. 152; April 1957; MD 1-6.
- (3) Social Security and the Older Farmer, L. A. Ducoff and S. A. Hoermann, AMS; paper presented to Association of Southern Agricultural Workers, Atlanta, Georgia, February 1956; FP 2-3, FP 2-6.)-*

6 Line Project Information.a Detail by Line Project.

- (1) (When Line Projects Are Not Involved. If the work project has had no line projects during the reporting period, indicate "No active line projects" in this section of the report, *-and do not submit Exhibit C, Index of Line Projects.-*
- (2) When Work Project Has Had Line Projects During the Reporting Period. Include a separate statement on each line project active during the reporting period. (All line projects shown on the records of the Central Project Office, ARS, at any time during the reporting period, October 1 through September 30, are considered active projects for the purpose of this report.) Where closely corresponding line projects may advantageously be grouped together, prepare a statement for each such group.

*-Note: Materials prepared for this report should insofar as possible be adaptable for use in other reports; e.g., to cooperators or other correspondents, Research and Marketing Advisory Committees, etc. As a possible means of facilitating such use and minimizing the total reporting burden, it is suggested that each line project statement be prepared on a separate page, of which extra copies may be run.

(6 a (2))

(a) Identification: For each project show -

- (i) Project number
- (ii) Title
- (iii) Initiated^{1/}
- (iv) Most recent action^{2/}
- (v) Anticipated completion^{3/}
- (vi) Cooperative and contractual arrangements.

(b) Progress: Make a brief, informative statement of significant activities under the project or group of projects during the year. Summarize significant findings and accomplishments and known uses made of them, giving page references to discussion under items 5 (b) (2) where appropriate. Indicate future plans.

A half page of narrative should ordinarily suffice for the progress statement on most line projects. If the statement exceeds three-fourths of a page, precede it with a "digest" of not more than one-fourth of a page.)-*

^{1/} Initiated. Give the year that work on project commenced. In a few cases this may have to be an approximate figure.

^{2/} Most Recent Action. Indicate the most recent action and the month and year of such action. This would be the date of line project approval or revision as obtained on Form AD-149, Line Project Description, or the date of discontinuance or extension as obtained on Form AD-157, Line Project Discontinuance or Extension.

Example: Extended-6/57

^{3/} Anticipated Completion. Give year and month that the line project is presently expected to be completed. This may differ from the estimated completion date set at the time the line project description was approved or its latest extension date.

(6)

b Index of Line Projects.

(Complete and submit as part of the report an Index of Line Projects, the format for which appears as the last page of this Exhibit. Instructions for the preparation of this index are given, by column, below. List every line project active during the reporting period under the work project on this index. In this way, there will be provided an annual check on the status of line projects associated with the work project. (Divisions are responsible for coverage of all line projects active during the reporting period. However, the Assistant to the DRS shall endeavor to furnish each division with a list of the line projects involved.)

Explanation of columns in Index of Line Projects:

- (1) Line Project Number. Self-explanatory.
- (2) Brief Title. Self-explanatory.
- (3) Page Number in Report. Give the page number on which the line project is discussed in the work project annual report.
- (4) Regional Project Number. Give the regional project number, if any, with which this project is associated.

* * *

- (5) Change in Location or Cooperation. List any change made in the geographic location of the project or in the cooperation (formal) with other organizations since the submission of line project description, AD-149 (if approved during reporting year), or since the last work project annual report. It is only necessary to show in the proper column the locations or the names of cooperators that have been added or deleted. Indicate whether the change is an addition (+) or a deletion (-). Insert *-the word "none" -* in these columns when there is no change. This information will be used in bringing the project descriptions on file in the Central Project Office and in the Office of the DRS up to date.)

ACTION BY: Divisions and Staff Offices in Washington, D. C.

Annual Progress Reporting

I PURPOSE

This Instruction establishes the procedure for preparing the annual progress report required in connection with the Uniform Project System of the Department, for annual budget estimates, and for other reporting purposes.

II DIVISIONS AND OFFICES TO REPORT

The following divisions and staff offices shall prepare the prescribed report as indicated in the check list attached as Exhibit A:

Administrative Services (AS)	Food Distribution (FD)	Poultry (PY)
Agricultural Economics (AEC)	Fruit and Vegetable (FV)	Special Serv-
Agricultural Estimates (AES)	Grain (GR)	vices (SS)
Cotton (CN)	Liaison, Matching	Statistical
Dairy (DA)	Fund Program (LMF)	Standards (ST)
Marketing Research and Sta-	Livestock (LS)	Tobacco (TB)
tistics (Office of the	Marketing Research (MR)	
Deputy Administrator) (DRS)		

III BASIC REPORTING PLAN

The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs but which by its nature and timing will keep reporting requirements of the program divisions to a minimum. The reporting procedure developed on the basis of this plan will serve in (1) obtaining significant achievements data and current programs information to be used in the annual budget submission; (2) reporting progress of work projects in accordance with the Uniform Project System of the Department; (3) developing AMS-wide reports to the public, the Secretary, and other officials and agencies; (4) summarizing and analyzing current status and trends for management

(III)

purposes; and (5) furnishing the basis for answers to inquiries or preparation of special reports by staff officers.

IV COMPOSITION, SUBMISSION, AND DISTRIBUTION OF ANNUAL PROGRESS REPORT

A The annual progress report in its entirety is composed of three items as follows:

- 1 Work project annual report,
- 2 Statistical data report, and
- 3 Progress and accomplishments résumé for AEC and MR.

B A chart showing the period covered, date due, submission data, required signatures at time of submission, and copies required is attached as Exhibit B.

V PREPARATION OF REPORT

A Work Project Annual Report. The work project annual report * * * consists generally of the information described in Exhibit C. That exhibit shows also the format to be used. No printed or processed forms are provided for use in preparing this report. The following should be observed when preparing the report:

1 Simplicity of expression should be sought in view of the varied purposes for which the reports are used. Highly technical subject matter should be avoided whenever possible;

2 "Administratively Confidential" should be placed in the upper right corner of the first page;

3 An allowance of $1\frac{1}{4}$ inches should be made on the left margin of each page for binding;

4 Page number should be shown at the lower right corner of each page;

5 Signatures should be placed on the first page as shown in Exhibit C;

(V A)

6 Special information intended for AMS personnel only should be stated in a covering memorandum attached to the report. This will permit distribution of the report outside AMS without having to modify the report prior to its distribution.

B Statistical Data Report. The statistical data report shall consist of statistical information covering the fiscal year provided for on the forms listed in Exhibit A. As a minimum, the data should cover the past and current fiscal years, and, if possible, the budget year, particularly if significant changes are anticipated.

C Progress and Accomplishments Résumé. The progress and accomplishments résumé shall consist of a narrative statement of significant achievements data and current programs information for use in the annual budget submission. It should be limited to the most significant activities and should exclude any historical or background information and procedural details. * * * The following information, identified and grouped by work project, should be shown for each program of work:

1 A brief summary of significant factors contributing to or influencing the development or operation of the program during the past fiscal year and those expected for the current fiscal year. Explain any new emphasis or shifts in the programs of work and specifically identify progress on new or expanded work provided for in the fiscal year just completed.

2 Examples of major accomplishments during the fiscal year including:

a Special or emergent conditions which required Federal action;

* * *

b Significant research findings (indicate whether such work is continuing or completed);

c Major improvements and/or economies in operations which have resulted in improved service to the public or expansion of the program within base funds;

(V C 2)

d Status of work programs as of the close of the
fiscal year * * *.

VI CURRENT ACTIVITIES

A current activities summary may be required on occasion in connection with Congressional hearings or for other purposes. Such a summary may take the form of either a brief narrative statement of highlights of the division's work accomplishments, significant trends, and major problems encountered since the formal report, or may simply be an oral briefing on these points. Current activities summaries are submitted as requested.

VII ASSISTANCE IN PREPARING REPORT

Additional information and assistance in the preparation of the annual progress report may be obtained from the budget analyst assigned to work with the respective divisions and offices. The Office of the Deputy Administrator for Marketing Research and Statistics (Extension 6067) is available for assistance in preparing the work project annual report.

O. V. Wells

O. V. Wells
Administrator

Attachments

Check List of Divisions and Offices Responsible
For Annual Progress Report Items

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Résumé
	Project Nos.	Copies Required		
Administrative Services (AS)	MS-1-5	30	No report	No report
Agricultural Economics (AEC)	FI 1	27	No report	Report
	FI 2	27		
	FP 1	26		
	FP 2	26		
	FP 3	26		
	-FP 4-	26		
	SR 1	27		
	SR 2	27		
	SR 3	27		
	SR 4	27		
	SR 5	27		
Agricultural Estimates (AES)	RAE-3-1	30	No report	No report
	RAE-3-2	30		
	RAE-3-3	30		
	RAE-3-4	30		
	RAE-3-5	30		
	RAE-3-6	30		
	RAE-3-A	30		
Cotton (CN)	MS-1-1	30	AMS-24 -1 -2 -3 -4 -9 -10 -19 -20 *-41-*	No report
	MS-2-1	30		
	Sec. 32	1/		

1/ Reports under Section 32 programs (where work projects cover work in more than one division) shall be submitted to the BF Division in original and two copies and will require signature through the division level only. The BF Division shall consolidate such reports, secure the approval of the Deputy Administrator, Marketing Services, and submit 30 copies of the consolidated report to the Office of the DRS.

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Resume
	Project Nos.	Copies Required		
Dairy (DA)	MS-1-2 ^{2/}	30	AMS-24-1	No report
	MS-2-2	30	-2	
	Sec. 32	3/	-3	
			-8	
			-9	
			-10	
			-19	
			-20	
			-28	
			-29	
			-41-	
Farmer Cooperative Service (FCS) (AMS Funds)	1101	33	No report	No report
	2101	33		
	3101	33		
	3102	33 ^{-4/}		
	3103	33		
	3104	33		
Food Distribution (FD)	SL-1-1	30	AMS-24-22	No report
	SL-1-2	30	-23	
	SL-2	30	-24	
	Sec. 32	3/	-26	
			-27	
			-31	
			-32	
			-33	
			-34	
			-35	
			-36	
			-37	
			-39-	
			-40-	

2/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

3/ See footnote 1 on page 1 of Exhibit A.

4/ Ten of the indicated copies of the work project annual report are held by the Director's Office, Marketing Research Division, for use by that Office.

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Résumé
	Project Nos.	Copies Required		
Fruit and Vegetable (FV)	MS-1-3	30	AMS-24-1	No report
	MS-2-3	30	-2	
	MS-4-4	30	-3	
	PAC-1	30	-8	
	Sec. 32	5/	-9	
			-10	
			-17	
			-19	
			-20	
			-25	
			-29	
			-30	
			- -41 -	
Grain (GR)	MS-1-4	30	AMS-24-1	No report
	MS-2-4	30	-2	
	MS-2-8	30	-3	
	MS-4-1	30	-5	
	Sec. 32	5/	-9	
			-10	
			-14	
			-19	
			-20	
			- -41 -	
Liaison, Matching Fund Program (LMF)	MS-5	30	AMS-24-18	No report
	SDA-1	30	-21	
Livestock (LS)	MS-1-6	30	AMS-24-1	No report
	MS-2-5	30	-2	
	MS-4-3	30	-3	
	Sec. 32	5/	-8	
			-9	
			-10	
			-12	
			-13	
			-19	
			-20	
			- -41 -	

5/ See footnote 1 on page 1 of Exhibit A.

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Résumé
	Project Nos.	Copies Required		
Marketing Research (MR)	BS 1	37	No report	Report
	BS 2	49		
	BS 3	53		
	MD 1	45		
	MD 2	42		
	MD 3	43		
	MD 4	38		
	OC 1	42		
	OC 2	38		
	OC 3	36		
	TF 1	35		
	TF 2	36		
	TF 3	36		
	TF 4	38		
	TF 5	35		
	CCC-1-1	33		
		-6/		
Marketing Research and Statistics (Office of Deputy Administrator) (DRS)	No report		AMS-24-38	No report
Poultry (PY)	MS-1-2 7/	30	AMS-24-8	No report
	MS-2-7	30	-9	
			-10	
			-19	
			-20	
			- -41-	
Special Services (SS)	MS-3	30	AMS-24-11	No report
	MS-4-5	30	-15	
			-20	
Statistical Standards (ST)	ST/1	30	No report	No report
	ST/2	30		

6/ Ten of the indicated copies of the work project annual report are held by the Director's Office, Marketing Research Division, for use by that Office.

7/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Resume
	Project Nos.	Copies Required		
Tobacco (TB)	MS-1-7	30	AMS-24-1	No report
	MS-1-8	30	-2	
	MS-2-6	30	-2	
	MS-2-9	30	-6	
	MS-4-2	30	-7	
	Sec. 32	8/	-9	
			-10	
			-16	
			-19	
			-20-	
			-29	
			-30	
			AMS-41-AMS	

8/ See footnote 1 on page 1 of Exhibit A.

Composition, Submission, and Distribution of Annual Progress Report

	All AMS Organizational Units Listed in Section II Except AEC and MR		AEC and MR	
	Work Project Annual Report	Statistical Data Report	Work Project Annual Report	Progress and Accom- lishments Resume
Period Covered	Fiscal year	Fiscal year	Oct. 1 of past f.y. through Sept. 30 of current f.y.	Fiscal year
Date Due	Not later than Aug. 1	Not later than Aug. 1	Not later than Oct. 27	Not later than Aug. 1
Where to Submit	Office of DRS	BF Division	Office of DRS	BF Division
Required Signatures at Time of Submission	Recommended by Division Directors ^{1/} _{2/}	None	Recommended by Division Directors ^{1/} _{3/}	None
Copies Required	^{4/} _{5/}	Original and three ^{5/}	^{4/} _{5/}	Original and four ^{5/}

- 1/ The Office of the Deputy Administrator for Marketing Research and Statistics (DRS) will obtain the approval of the appropriate Deputy Administrator.
- 2/ Liaison, Matching Fund Program - (MS-5 and SDA-1) recommended by Liaison Officer. (The Office of the DRS will obtain the approval of the Administrator.)
- 3/ Farmer Cooperative Service (AMS funds - approved by Administrator, Farmer Cooperative Service. (The Office of the DRS will obtain AMS concurrence.)
- 4/ The number of copies of work project annual reports required varies by project. Specific requirements for each project are indicated in Exhibit A.
- 5/ Applicable office to which copies are submitted (BF Division or Office of DRS) will distribute copies, as required (except internally within the originating division).

Format and Content Guide for Work Project Annual Report

Administratively Confidential

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

- 1 Work Project No. _____
- 2 Work Project Annual Report--Year Ending _____ 1/
- 3 Division and Branch, or Office _____
- 4 Work Project Title _____

5 Overall Work Project Information.a Purpose.

(Provide a brief but informative statement of the goals or results to be achieved by the work reported on.)

b Summary of Progress.

(Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. Subjects to be included in the report will vary greatly by work project. The following information is desired:

- (1) Factors contributing to or influencing the development of the operation of the project during the reporting period such as

1/ See Exhibit B for period covered.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
Recommended: _____	_____	_____
_____	_____	_____
_____	_____	_____
Approved: _____	_____	_____

(5 b (1))

the economic setting; shifts in emphasis in work and reasons therefor; technological and new developments in the project field; and changes in procedure and program approaches made, if significantly affecting substantive work under the project. Indicate significant trade and industry relationships.

- (2) Specific examples of accomplishments during the year being reported. *-For reports which give detail by line projects, do not include specific examples in this portion of the report, but indicate line project number and page in report where information may be obtained.-*
- (3) Special or emergent conditions which required Federal action. Give a short history of such emergent conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- (4) Significant workload data, including trends.)

c Plans.

(State anticipated new developments and phases of work to be given special emphasis during the current year for the over-all work project. Also indicate the broad direction the work should take in the next two or three years, assuming continued availability of current funds. Give detail plans by line project under item 6 a (3).)

d List of Publications.

(Indicate in order, the title, author(s), type, and date of publication for each release since the last work project annual report. Indicate, when possible, the line project number(s) under which this work was accomplished. *-(If publication covers entire or almost entire work project activity, only the work project number is necessary. There should be only a very limited number of such publications.)-* Include all bulletins, reports, books, journal articles, and technical papers stemming from work under the project. Note the following examples:

(5 d)

- (1) Use of Antibiotics, Other Drugs, and Vitamin B₁₂ at Low Levels in Formula Feeds, V. John Brensike, AMS-120 May 1956; OC 2-50.
- (2) Fabrics and Fibers for Passenger Cars, Prepared by Stewart, Dougall and Associates, Inc., of New York, N.Y., for the United States Department of Agriculture, Marketing Research Report No. 152; April 1957; MD 1-6.
- (3) Social Security and the Older Farmer, L. A. Ducoff and S. A. Hoermann, AMS; paper presented to Association of Southern Agricultural Workers, Atlanta, Georgia, February 1956. FP 2-3, FP 2-6.)

6 Line Project Information.

(If the work project has had no line projects during the reporting period, indicate "No active line projects" in this section of the report, and do not submit Exhibit C, Index of Line Projects. *-THE REMAINDER OF THIS INSTRUCTION IS NOT APPLICABLE TO WORK PROJECTS WHICH DO NOT HAVE LINE PROJECTS.-*)

a Detail by Line Project.

(Include a separate statement on each line project active during the reporting period. (All line projects shown on the records of the Central Project Office, ARS, at any time during the reporting period October 1 through September 30 are considered active projects for the purpose of this report.) Where closely corresponding line projects may advantageously be grouped together, prepare a statement for each such group.

Note: Materials prepared for this report should, insofar as possible, be adaptable for use in other reports; e.g., to co-operators or other correspondents, Research and Marketing Advisory Committees, etc. As a possible means of facilitating such use and minimizing the total reporting burden, some reporting offices prepare each line project statement on a separate page, of which extra copies may be run.

(6 a)

- (1) Identification: *-Using the headings given below, -* for each project show:

- (a) Project Number
- (b) Title
- (c) Initiated^{2/}
- (d) Most Recent Action^{3/}
- (e) Anticipated Completion^{4/}
- (f) *-Formal Cooperation^{5/}
- (g) Location of Work During the Year Being Reported.^{6/-*}

2/ Initiated. Give the *-initial year that work started on this or the superseded-* project. In a few cases this may have to be an approximate figure.

3/ Most Recent Action. Indicate the most recent action and the month and year of such action. This would be the date of line project approval or revision as obtained on Form AD-149, Line Project Description, or the date of discontinuance or extension as obtained on Form AD-157, Line Project Discontinuance or Extension.

Example: Extended-6/58

4/ Anticipated Completion. Give year and month that the line project is presently expected to be completed. *-This may be earlier or later than the date set-* at the time the line project description was approved or its latest extension date. *-The anticipated completion date should include any extension or revision of the project necessary to complete the work.-*

5/ Formal Cooperation. Indicate contracts, cooperative agreements, and memorandums of understanding. Name firms, individuals, or universities involved, giving city and State.

Example: Contract - Iowa State College, Ames, Iowa.

6/ Location of Work. Give city and State where major portion(s) of the work was undertaken. It is not necessary to list location(s) when the work during the year being reported was of a transitory nature. In such cases, give only the headquarters of the work.

(6 a)

- (2) *-Progress and Significant Findings: The opening sentence should provide brief orientation on the problem that the work seeks to solve. The body of the statement should be confined to a concise, specific summary of significant progress, findings, known uses made of the work, groups benefited, and when possible, estimated dollar value of benefits, not reported in the previous year's annual report. Findings previously reported should be included only when they contribute to a better understanding of current accomplishments.
- (3) Plans. Indicate in two or three sentences probable completion of portions or all of the work, and the aspects of the work or the approaches to the problem that are now contemplated in the next year or two, assuming continued availability of current funds.-*)

b Index of Line Projects.

(Complete and submit as part of the report an Index of Line Projects, the format for which appears as the last page of this Exhibit. * * * List every line project active during the reporting period under the work project on this Index. In this way, there will be provided an annual check on the line projects associated with the work project. (Divisions are responsible for coverage of all line projects active during the reporting period. However, the Assistant to the DRS shall endeavor to furnish each division with a list of the line projects involved.))

* * *

U.S. DEPARTMENT OF AGRICULTURE
 BUREAU OF AGRICULTURAL ECONOMICS DIV
 STATISTICAL & HIST RES BR
 AGRICULTURAL HISTORIAN
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Page 6
 7-25-58

AMS INSTRUCTION No. 125-1
 Rev. 2
 EXHIBIT C

INDEX OF LINE PROJECTS UNDER WORK PROJECT NO. _____

Work Project Title _____

Line Project Number (1)	Brief Title (2)	Page Number in Report 1/ (3)

1/ Page Number in Report. Give the page number on which the line project is discussed in the work project annual report.

ACTION BY: Divisions and Staff Offices
in Washington, D. C.

Annual Progress Reporting

I PURPOSE

This Instruction establishes the procedure for preparing the annual progress report required in connection with the Uniform Project System of the Department, for annual budget estimates, and for other reporting purposes.

II DIVISIONS AND OFFICES TO REPORT

The following divisions and staff offices shall prepare the prescribed report as indicated in the check list attached as Exhibit A:

Administrative Services (AS)	Food Distribution (FD)	Poultry (PY)
Agricultural Economics (AEC)	Fruit and Vegetable (FV)	Special Services (SS)
Agricultural Estimates (AES)	Grain (GR)	Statistical Standards (ST)
Cotton (CN)	Liaison, Matching	Tobacco (TB)
Dairy (DA)	Fund Program (IMF)	
Office of Deputy Administrator	Livestock (LS)	
Marketing Research and	Marketing Research (MR)	
Statistics (DRS)		

III BASIC REPORTING PLAN

The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs but which by its nature and timing will keep reporting requirements of the program divisions to a minimum. The reporting procedure developed on the basis of this plan will serve in (1) obtaining significant achievements data and current programs information to be used in the annual budget submission; (2) reporting progress of work projects in accordance with the Uniform Project System of the Department; (3) developing AMS-wide reports to the public, the Secretary, and other officials and agencies; (4) summarizing and analyzing current status and trends for management purposes; and (5) furnishing the basis for answers to inquiries or preparation of special reports by staff officers.

IV COMPOSITION, SUBMISSION, AND DISTRIBUTION OF ANNUAL PROGRESS REPORT

A The annual progress report in its entirety is composed of three items as follows:

- 1 Work project annual report,
- 2 Statistical data report, and
- * 3 Progress and accomplishments résumé for AEC, *IMF* and MR.

B A chart showing the period covered, date due, submission data, required signatures at time of submission, and copies required is attached as Exhibit B.

V PREPARATION OF REPORT

A Work Project Annual Report consists generally of the information described in Exhibit C. That exhibit shows also the format to be used. No printed or processed forms are provided for use in preparing this report. The following should be observed when preparing the report:

1 Simplicity of expression should be sought in view of the varied purposes for which the reports are used. Highly technical subject matter should be avoided whenever possible;

2 "Administratively Confidential" should be placed in the upper right corner of the first page;

3 An allowance of $1\frac{1}{4}$ inches should be made on the left margin of each page for binding;

4 Page numbers should be shown at the lower right corner of each page;

5 Signatures should be placed on the first page as shown in Exhibit C;

6 Special information intended for AMS personnel only should be stated in a covering memorandum attached to the report. This will permit distribution of the report outside AMS without having to modify the report prior to its distribution.

(V)

B Statistical Data Report shall consist of statistical information covering the fiscal year provided for on the forms listed in Exhibit A. As a minimum, the data should cover the past and current fiscal years, and, if possible, the budget year, particularly if significant changes are anticipated.

C Progress and Accomplishments Résumé shall consist of a narrative statement of significant achievements data and current programs information for use in the annual budget submission. It should be limited to the most significant activities and should exclude any historical or background information and procedural details. The following information, identified and grouped by work project, should be shown for each program of work:

1 A brief summary of significant factors contributing to or influencing the development or operation of the program during the past fiscal year and those expected for the current fiscal year. Explain any new emphasis or shifts in the programs of work and specifically identify progress on new or expanded work provided for in the fiscal year just completed.

2 Examples of major accomplishments during the fiscal year including:

a Special or emergent conditions which required Federal Action;

b Significant research findings (indicate whether such work is continuing or completed);

c Major improvements and/or economies in operations which have resulted in improved service to the public or expansion of the program within base funds;

d Status of work programs as of the close of the fiscal year.

VI CURRENT ACTIVITIES

A current activities summary may be required on occasion in connection with Congressional hearings or for other purposes. Such a summary may take the form of either a brief narrative statement of highlights of the division's work accomplishments, significant trends, and major problems encountered since the formal report, or may simply be an oral briefing on these points. Current activities summaries are submitted as requested.

VII ASSISTANCE IN PREPARING REPORT

Additional information and assistance in the preparation of the annual progress report may be obtained from the budget analyst assigned to work with the respective divisions and offices. The Office of Deputy Administrator for Marketing Research and Statistics (Extension 6067) is available for assistance in preparing the work project annual report.

O. V. Wells

O. V. Wells
Administrator

Attachments

Check List of Divisions and Offices Responsible
For Annual Progress Report Items

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Résumé
	Project Nos.	Copies Required		
Administrative Services (AS)	MS-1-5	22	AMS 24-22	No report
Agricultural Economics (AEC)	FI 1	30	No Report	Report
	FI 2	26		
	FP 1	26		
	FP 2	27		
	FP 3	27		
	SR 1	32		
	SR 2	33		
	SR 3	28		
	SR 4	23		
	SR 5	31		
	Section 32	<u>1</u> /		
Agricultural Estimates (AES)	RAE-3-1	26	AMS 24-22	No report
	RAE-3-2	26		
	RAE-3-3	31		
	RAE-3-4	27		
	RAE-3-5	27		
	RAE-3-6	26		
	RAE-3-A	27		
Cotton (CN)	MS-1-1	26	AMS 24 -1 -2 -3 -4 -10 -11 -12 -21 -22	No report
	MS-2-1	26		
	Sec. 32	<u>1</u> /		

1/ Reports under Section 32 programs (where work projects cover work in more than one division) shall be submitted to the BF Division in original and two copies and will require signature through the division level only. The BF Division shall consolidate such reports, secure the approval of the Deputy Administrator, Marketing Services, and submit 18 copies of the consolidated report to the Office of DRS.

AMS INSTRUCTION 125-1

Rev. 3

EXHIBIT A

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplishments Résumé
	Project Nos.	Copies Required		
Dairy (DA)	MS-1-22/	28	AMS 24-1	No report
	MS-2-2	28	-2	
	Sec. 32	3/	-3	
			-9	
			-10	
			-11	
			-12	
			-21	
			-22	
			-29	
			-30	
Farmer Cooperative Service (FCS) (AMS Funds)	1101	32	No report	No report
	2101	32		
	3101	31		
	3102	33 -4/		
	3103	31		
	3104	31		
Food Distribution (FD)	SL-1-1	22	AMS 24-22	No report
	SL-1-2	22	-24	
	Sec. 32	3/	-25	
			-26	
			-28	
			-32	
			-33	
			-34	
			-35	
			-36	
			-37	
			-38	
			-40	
			-41	

2/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

3/ See footnote 1 on page 1 of Exhibit A.

4/ Ten of the indicated copies of the work project annual report are held by the Director's Office, Marketing Research Division, for use by that Office.

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Resume
	Project Nos.	Copies Required		
Fruit and Vegetable (FV)	MS-1-3	25	AMS 24-1	No report
	MS-2-3	25	-2	
	MS-4-4	25	-3	
	PAC-1	25	-9	
	Sec. 32	<u>5</u> /	-10	
			-11	
			-12	
			-19	
			-21	
			-22	
			-27	
			-30	
			-31	
Grain (GR)	MS-1-4	25	AMS 24-1	No report
	MS-2-4	25	-2	
	MS-2-8	25	-3	
	MS-4-1	25	-5	
	Sec. 32	<u>5</u> /	-10	
			-11	
			-12	
			-16	
			-21	
			-22	
Liaison, Matching Fund Program (LMF)	MS-5	22	AMS 24-20	No report
	SDA-1	22	-23	
Livestock (LS)	MS-1-6	26	AMS 24-1	No report
	MS-2-5	26	-2	
	MS-4-3	26	-3	
	Sec. 32	<u>5</u> /	-9	
			-10	
			-11	
			-12	
			-14	
			-15	
			-21	
			-22	

5/ See footnote 1 on page 1 of Exhibit A.

AMS INSTRUCTION 125-1

Rev. 3

EXHIBIT A

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Re'sume'
	Project Nos.	Copies Required		
Marketing Research (MR)	BS 1	45	AMS 24-22	Report
	BS 2	51		
	BS 3	55		
	MD 1	50		
	MD 2	41		
	MD 3	42		
	MD 4	36		
	OC 1	47		
	OC 2	45		
	OC 3	38		
	TF 1	39		
	TF 2	43		
	TF 3	40		
	TF 4	44		
	TF 5	37		
	CCC-1-1	34		
Office of Deputy Administrator, Marketing Research and Statistics (DRS)	No report		AMS 24-39	No report
Poultry (PY)	MS-1-2 <u>7/</u>	28	*-AMS-24-8-*	No report
	MS-2-7	28		
	-MS-2-10-	28		
	-Section 32-	<u>8/</u>		
Special Services (SS)	MS-3	21	AMS 24-13	No report
	MS-4-5	21		
Statistical Standards (ST)	ST/1	26	AMS 24-39	No report
	ST/2	26		

6/ Ten of the indicated copies of the work project annual report are held by the Director's Office, Marketing Research Division, for use by that Office.

7/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2, "Market News on Dairy and Poultry Products."

8/ See footnote 1 on page 1 of Exhibit A.

Division or Office	Work Project Annual Report		Statistical Data Report (Form Nos.)	Progress and Accomplish- ments Résumé
	Project Nos.	Copies Required		
Tobacco (TB)	MS-1-7	23	AMS 24-1	No report
	MS-1-8	23	-2	
	MS-2-6	23	-3	
	MS-2-9	23	-6	
	MS-4-2	23	-7	
	Sec. 32	9/	-10	
			-11	
			-12	
			-18	
			-21	
			-22	
			-30	

9/ See footnote 1 on page 1 of Exhibit A.

Composition, Submission, and Distribution of Annual Progress Report

Period Covered	All AMS Organizational Units Listed in Section II Except AEC, LMF, and MR		AEC, LMF, and MR	
	Work Project Annual Report	Statistical Data Report	Work Project Annual Report	Progress and Accomplishments Resume
	Fiscal Year	Fiscal Year	Oct. 1 of past fiscal year through Sept. 30 current f.y.	Fiscal Year
Date Due	Not later than July 31	Not later than July 31	Not later than Oct. 23	Not later than July 31
Where to Submit	Office of DRS	BF Division	Office of DRS	BF Division
Required Signatures at time of Submission	Recommended by Division Directors ^{1/} ^{2/}	None	Recommended by Division Directors ^{1/} ^{3/}	None
Copies Required	^{4/} ^{5/}	Original and three ^{5/}	^{4/} ^{5/}	Original and four ^{5/}

- 1/ The Office of the Deputy Administrator for Marketing Research and Statistics (DRS) will obtain the approval of the appropriate Deputy Administrator.
- 2/ Liaison, Matching Fund Program - (MS-5 and SDA-1) recommended by Liaison Officer. (The Office of the DRS will obtain the approval of the Administrator.)
- 3/ Farmer Cooperative Service (AMS funds) - approved by Administrator, Farmer Cooperative Service. (The Office of the DRS will obtain AMS concurrence.)
- 4/ The number of copies of work project annual reports required varies by project. Specific requirements for each project are indicated in Exhibit A.
- 5/ Applicable office to which copies are submitted (BF Division or Office of DRS) will distribute copies, as required (except internally within the originating division).

Format and Content Guide for Work Project Annual Report

Administratively Confidential

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

- 1 Work Project No. _____
- 2 Work Project Annual Report--Year Ending _____ 1/
- 3 Division and Branch, or Office _____
- 4 Work Project Title _____

5 Overall Work Project Information.a Purpose.

(Provide a brief but informative statement of the goals or results to be achieved by the work reported on.)

b Summary of Progress.

(Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. Subjects to be included in the report will vary greatly by work project. The following information is desired:

- (1) Factors contributing to or influencing the development of the operation of the project during the reporting period such as

1/ See Exhibit B for period covered.

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
Recommended:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Approved:	_____	_____	_____

(5 b (1)).

the economic setting; shifts in emphasis in work and reasons therefor; technological and new developments in the project field; and changes in procedure and program approaches made, if significantly affecting substantive work under the project. Indicate significant trade and industry relationships.

- (2) Specific examples of accomplishments during the year being reported. For reports which give detail by line projects, do not include specific examples in this portion of the report, but indicate line project number and page in report where information may be obtained.
- (3) Special or emergent conditions which required Federal action. Give a short history of such emergent conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- (4) Significant workload data *-(such as professional and clerical man-years),-* including trends.)

c Plans.

(State anticipated new developments and phases of work to be given special emphasis during the current year for the over-all work project. Also indicate the broad direction the work should take in the next two or three years, assuming continued availability of current funds. Give detail plans by line project under item 6 a (3).)

d List of Publications.

(Indicate in order, the title, author(s), type, and date of publication for each release since the last work project annual report. Indicate, when possible, the line project number(s) under which this work was accomplished. (If publication covers entire or almost entire work project activity, only the work project number is necessary. There should be only a very limited number of such publications.) Include all bulletins, reports, books, journal articles, and technical papers stemming from work under the project. *-Formal addresses may be included if cleared for publication by the Marketing Information Division or if already published, either by the Department or by an outside medium.-*

Following are examples of how to list publications:

(5 d)

- (1) Methods and Equipment for Ice-Packing Poultry. Rex E. Childs, AMS; and P. D. Rodgers, Georgia Agricultural Experiment Station. Marketing Research Report No. 242, September 1958. TF 2-10.
- (2) Trends in Cost of Processing and Marketing Oilseed Products. C. B. Gilliland, AMS. Address before Fourth Annual Joint Conference of Cooperative Cottonseed Oil Mills and Cooperative Soybean Oil Mills, Mason City, Iowa, March 3, 1958. Mimeo. Also published in Soybean Digest, May 1958. OC 1-41.
- (3) The Effects of Industrialization on Rural Louisiana: A Study of Plant Employees, Progress Report. Paul H. Price, Alvin L. Bertrand, and Harold W. Osborne. AMS and Louisiana Agricultural Experiment Station, Baton Rouge, January 1958. FP 2-8.
- (4) Consumption of Food in Public Schools. William S. Hoofnagle. Paper before American Farm Economic Association, Winnipeg, Canada, August 22, 1958. MD 4-4.)

6 Line Project Information.

(If the work project has had no line projects during the reporting period, indicate "No active line projects" in this section of the report, and do not submit Exhibit C, Index of Line Projects. THE REMAINDER OF THIS INSTRUCTION IS NOT APPLICABLE TO WORK PROJECTS WHICH DO NOT HAVE LINE PROJECTS.)

a Detail by Line Project.

(Include a separate statement, *-using the headings given below, -* on each line project active during the reporting period. (All line projects shown on the records of the Central Project Office, ARS, at any time during the reporting period October 1 through September 30 are considered active projects for the purpose of this report.) Where closely corresponding line projects may advantageously be grouped together, prepare a statement for each such group.

-An example of a Detail by Line Project is given in Exhibit D.-

(6 a)

(1) Identification.

- (a) Project Number. (Self-explanatory.)
- (b) Title. (Self-explanatory.)
- (c) Initiated. (Give the initial year that work started on this or the superseded project. In a few cases this may have to be an approximate figure.)
- (d) Most Recent Action. (*-Indicate the type of most recent action on the line project and also the month and year of such action. This would be one of the following: "Approved," "Revised," "Extended," or "Discontinued." If the most recent action is "Approved" or "Revised," the date will be that appearing at the bottom of Form AD-149, Line Project Description. If the most recent action is "Extended" or "Discontinued," the date will be that appearing at the bottom of Form AD-157, Line Project Discontinuance or Extension.-*)
- (e) Anticipated Completion. (Give year and month that the line project is presently expected to be completed. This may be earlier or later than the date set at the time the line project description was approved or its latest extension date. *-The "Anticipated Completion" date should reflect any contemplated extension or revision of the project necessary to complete the work, and should be consistent with "Plans" for the project as described under 6 a (3). If the project was discontinued during the reporting year and was so indicated under "Most Recent Action," leave "Anticipated Completion" blank.-*)
- (f) Formal Cooperation. (Indicate contracts, cooperative agreements, and memorandums of understanding. Name firms, individuals, or universities involved, giving city and State.)
- (g) Location of Work During the Year Being Reported. (Give city and State where major portion(s) of the work was undertaken. It is not necessary to list location(s) when the work during the year being reported was of a transitory nature. In such cases, give only the headquarters of the work.)

(6 a)

- (2) Progress and Significant Findings: The opening sentence should provide brief orientation on the problem that the work seeks to solve. The body of the statement should be confined to a concise, specific summary of significant progress, findings, known uses made of the work, groups benefited, and when possible, estimated dollar value of benefits, not reported in the previous year's annual report. Findings previously reported should be included only when they contribute to a better understanding of current accomplishments.
- (3) Plans. Indicate in two or three sentences probable completion of portions or all of the work, and the aspects of the work or the approaches to the problem that are now contemplated in the next year or two, assuming continued availability of current funds.

b Index of Line Projects.

(Complete and submit as part of the report an Index of Line Projects, the format for which appears as the last page of this Exhibit. List every line project active during the reporting period under the work project on this Index. In this way, there will be provided an annual check on the line projects associated with the work project. (Divisions are responsible for coverage of all line projects active during the reporting period. However, the Assistant to the DRS shall endeavor to furnish each division with a list of the line projects involved.))

INDEX OF LINE PROJECTS UNDER WORK PROJECT NO. _____

Work Project Title _____		
Line Project Number (1)	Brief Title (2)	Page Number in Report 1/ (3)

1/ Page Number in Report. Give the page number on which the line project is discussed in the work project annual report.

Example of Detail by Line Project^{1/}Detail by Line Project.

- (1) Identification.
 - (a) Project Number. MD 5-10
 - (b) Title. Evaluation of the Effect of Retail Vending Machines on the Sales of Fluid Milk.
 - (c) Initiated. May 1954.
 - (d) Most Recent Action. Extended - September 1958.
 - (e) Anticipated Completion. December 1958.
 - (f) Formal Cooperation. Cooperative agreement with West Virginia Agricultural Experiment Station, Morgantown, West Virginia.
 - (g) Location of Work. Berkeley County, West Virginia.
- (2) Progress and Significant Findings. This work was to determine the effect on total sales of milk generated by introducing milk vending machines into an area. The study indicated that over half of the sales through milk vending machines were "plus" sales. Sales of milk through vending machines located in industrial plants, schools, office buildings, and three out-door sites accounted for 1.5 percent of total sales over a period of 22 months. The findings also provide information on differences in sales of various products in various locations, and between milk and competing beverages.
- (3) Plans. A full report with the findings will be issued jointly by the West Virginia Agricultural Experiment Station and the Department. No further work in this area of marketing is planned.

^{1/} Materials prepared for this report should, insofar as possible, be adaptable for use in other reports; e.g., to cooperators or other correspondents, Research and Marketing Advisory Committees, etc. As a possible means of facilitating such use and minimizing the total reporting burden, some reporting offices prepare each line project statement on a separate page, of which extra copies may be run.

AMS AGRICULTURAL ECONOMICS DIV
STATISTICAL & HIST RES BR
AGRICULTURAL HISTORIAN
10-3-56
AMS-R1

ACTION BY: *Divisions and Staff Offices
In Washington, D. C.*

Annual Progress Reporting

I PURPOSE

This Instruction establishes the procedure for preparing the annual progress report required in connection with the Uniform Project System of the Department, for annual budget estimates, and for other reporting purposes.

II BASIC REPORTING PLAN

The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs, but which by its nature and timing will keep reporting requirements of the program divisions to a minimum. The reporting procedure developed on the basis of this plan will serve in (1) obtaining significant achievements data and current programs information to be used in the annual budget submission and for reports of progress to Research and Marketing Advisory (RMA) Committees; (2) reporting progress of work projects in accordance with the Uniform Project System of the Department; (3) developing AMS-wide reports to the public, the Secretary, and other officials and agencies; (4) summarizing and analyzing current status and trends for management purposes; and (5) furnishing the basis for answers to inquiries or preparation of special reports by staff officers.

III COMPOSITION OF ANNUAL PROGRESS REPORT

The annual progress report in its entirety is composed of (1) the work project annual report, and (2) the statistical data report.

IV PREPARATION, SUBMISSION, AND DISTRIBUTION OF REPORT

A Preparation.

1 Work Project Annual Report. Exhibit A, attached, contains information on the preparation of the work project annual report including a format and content guide.

(IV A)

2 Statistical Data Report. The statistical data report consists of statistical information covering the fiscal year provided for on the forms listed in Exhibit B. As a minimum, the data should cover the past and current fiscal years, and, if possible, the budget year, particularly if significant changes are anticipated. The Budget and Finance (BF) Division will provide the forms prescribed for use by individual divisions. Additional information and assistance in the preparation of the report may be obtained from the budget analyst in the BF Division assigned to work with the respective divisions and offices.

B Submission and Distribution. Exhibit B, attached, is a series of numbered charts showing the report(s) required, period covered, copies required, due dates, and other information on submission and distribution. The Exhibit is prepared for individual reporting divisions and offices. Only the applicable portion of the Exhibit is distributed to the division or office concerned.

V DIVISIONS AND OFFICES TO REPORT

The following divisions and staff offices shall prepare the prescribed report(s) indicated in Exhibit B:

Administrative Services	Liaison, Matching Fund Program
Agricultural Economics	Livestock
Agricultural Estimates	Market Development Research
Cotton	Market Quality Research
Dairy	Marketing Economics Research
Office of Deputy Administrator	Poultry
Marketing Research	Special Services
Food Distribution	Statistical Standards
Fruit and Vegetable	Tobacco
Grain	Transportation and Facilities
	Research

O. V. Wells

O. V. Wells
Administrator

Attachments

Preparation of Work Project Annual Report

Exhibit A consists of the following:

General Information on Preparation of Report - Page 2

Format and Content Guide for Work Project Annual Report -
Pages 3 - 8

Example of Detail by Line Project - Page 9

Index of Line Projects - Page 10

Assistance Available. The Office of the Deputy Administrator for Marketing Research will, upon request, assist divisions and offices in preparing the report.

General Information on Preparation of Report

The work project annual report consists generally of the information described in this Exhibit. No printed or processed forms are provided for use in preparing this report. Observe the following when preparing the report:

- 1 Express subject matter simply since the reports are used for varied purposes. Avoid highly technical subject matter whenever possible.
- 2 Enter "Administratively Confidential" in the upper right corner of the first page only.
- 3 Use one side of sheet only.
- 4 Allow $1\frac{1}{4}$ inches on the left margin of each page for binding.
- 5 Enter page number at the lower right corner of each page.
- 6 Provide for signatures on the bottom of the first page of the report and continue the report on succeeding pages.
- 7 Include special information intended only for AMS personnel in a covering memorandum attached to the report. This will permit distribution of the report outside AMS without modifying the report before distribution.

Format and Content Guide for Work Project Annual Report

Administratively Confidential

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

- 1 Work Project No. _____
- 2 Work Project Annual Report -- Year Ending _____
(See Exhibit B for period covered.)
- 3 Division and Branch, or Office _____
- 4 Work Project Title _____

5 Overall Work Project Information.

a Purpose.

(Provide a brief but informative statement of the goals or results to be achieved by the work reported on.)

b Summary of Progress.

(Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. Subjects to be included in the report will vary greatly by work project. The following information is desired:

- (1) Factors contributing to or influencing the development or the operation of the project during the

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
Recommended:	_____	_____	_____
	_____	_____	_____
Approved:	_____	_____	_____

(5 b (1))

reporting period such as the economic setting; shifts in emphasis in work and reasons therefor; technological and new developments in the project field; and changes in procedure and program approaches made, if significantly affecting substantive work under the project. Indicate significant trade and industry relationships.

- (2) Specific examples of accomplishments during the year being reported. For reports which give detail by line projects, do not include specific examples in this portion of the report, but indicate line project number and page in report where information may be obtained.
- (3) Special or emergent conditions which required Federal action. Give a short history of such emergent conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- (4) Significant achievements, major improvements, and/or economies in operations which have resulted in improved service to the public or expansion of the program under the work project.
- (5) Significant workload data (such as professional and clerical man-years), including trends.)

c Plans.

(State anticipated new developments and phases of work to be given special emphasis during the current year for the overall work project. Also indicate the broad direction the work should take in the next two or three years, assuming continued availability of current funds. Give detail plans by line project under Item 6 a (3).)

(5)

d List of Publications.

(Indicate, in order, the title, author(s), type, and date of publication for each release since the last work project annual report. Indicate, when possible, the line project number(s) under which this work was accomplished. (If publication covers entire or almost entire work project activity, only the work project number is necessary. There should be only a very limited number of such publications.) Include all bulletins, reports, books, journal articles, and technical papers stemming from work under the project. Formal addresses may be included if cleared for publication by the Marketing Information Division or if already published, either by the Department or by an outside medium.

Following are examples of how to list publications:

- (1) Methods and Equipment for Ice-Packing Poultry. Rex E. Childs, AMS, and P. D. Rodgers, Georgia Agricultural Experiment Station. Marketing Research Report No. 242, September 1958. TF 2-10.
- (2) Trends in Cost of Processing and Marketing Oilseed Products. C. B. Gilliland, AMS. Address before Fourth Annual Joint Conference of Cooperative Cottonseed Oil Mills and Cooperative Soybean Oil Mills, Mason City, Iowa, March 3, 1958. Mimeo. Also published in Soybean Digest, May 1958. OC 1-41.
- (3) Price and Farm Income Outlook for 1959. D. W. Burch, Agricultural Situation, December 1958. FI 2-1.
- (4) Consumption of Food in Public Schools. William S. Hoofnagle. Paper before American Farm Economic Association, Winnepeg, Canada, August 22, 1958. MD 4-4.

(5 d)

(5) Annual Cotton Quality Survey, Summary of Results of Fiber and Processing Tests from Selected Market Areas, Crop of 1958. AIB No. 206, March 1959. MS 2-1.)

6 Line Project Information.

(If the work project has had no line projects during the reporting period, indicate "No active line projects" in this section of the report, and do not submit Index of Line Projects. THE REMAINDER OF THIS EXHIBIT IS NOT APPLICABLE TO WORK PROJECTS WHICH DO NOT HAVE LINE PROJECTS.)

a Detail by Line Project.

(Include a separate statement, using the headings given below, on each line project active during the reporting period. (All line projects shown on the records of the Central Project Office, Agricultural Research Service, at any time during the reporting period October 1 through September 30 are considered active projects for the purpose of this report.) Where closely corresponding line projects may advantageously be grouped together, prepare a statement for each such group.

An example of a Detail by Line Project is on page 9 of this Exhibit.

(1) Identification.

(a) Project Number and Title. (Self-explanatory.)

(b) Initiated. (Give the initial year that work started on this or the superseded project. In a few cases this may have to be approximated.)

(c) Anticipated Completion. (Give date (month and year) that the line project is presently expected to be completed. This may be earlier or later than the date set at the time the line project description was

(6 a (1) (c))

approved or its latest extension date. The "Anticipated Completion" date should reflect any contemplated extension or revision of the project necessary to complete the work, and should be consistent with "Plans" for the project as described under 6 a (3). If the project was discontinued during the reporting year so indicate.)

(d) Formal Cooperation. (For formal cooperation indicate cooperative agreements and memorandums of understanding. Also indicate contracts, if any. Name firms, individuals, or universities involved, giving city and State.)

(e) Location of Work During the Year Being Reported. (Give city and State where major portion(s) of the work was undertaken. It is not necessary to list location(s) when the work during the year being reported was of a transitory nature. In such cases, give only the headquarters of the work.)

(2) Progress and Significant Findings. (The opening sentence should provide brief orientation on the problem that the work seeks to solve. The body of the statement should be confined to a concise, specific summary of significant progress, findings, known uses made of the work, groups benefited, and, when possible, estimated dollar value of benefits not reported in the previous year's annual report. Findings previously reported should be included only when they contribute to a better understanding of current accomplishments. The body of the statement should be worded in such a way that it will meet requirements for statements for progress reports for RMA Advisory Committees (see AMS Instruction 113-1, Advisory Committees Under the Research and Marketing Act of 1946). This will facilitate use of such material for progress reports without it being rewritten.)

(6 a)

(3) Plans. (Indicate in two or three sentences probable completion of portions or all of the work, and the aspects of the work or the approaches to the problem that are now contemplated in the next year or two, assuming continued availability of current funds.)

b Index of Line Projects.

(Complete and submit as part of the report an Index of Line Projects, the format for which appears on page 10 of this Exhibit. List every line project active during the reporting period under the work project on this Index. In this way, there will be provided an annual check on the line projects associated with the work project. (Divisions are responsible for coverage of all line projects active during the reporting period. However, the Assistant to the Deputy Administrator, Marketing Research, shall endeavor to furnish each division with a list of the line projects involved.))

Example of Detail by Line Project

(Materials prepared for this report should be adaptable for use in Research and Marketing Advisory Committee progress reports. As a means of facilitating such use and minimizing the total reporting burden, prepare each line project statement on a separate page.)

Detail by Line Project.

(1) Identification.

- (a) Project Number and Title. MD 3-4. Evaluation of the Effect of Retail Vending Machines on the Sales of Fluid Milk.
- (b) Initiated. 1955.
- (c) Anticipated Completion. April 1960.
- (d) Formal Cooperation. Cooperative agreement with West Virginia Agricultural Experiment Station, Morgantown, West Virginia.
- (e) Location of Work During the Year Being Reported. Martinsburg, West Virginia.

- (2) Progress and Significant Findings. This work was to determine the effect on total sales of milk generated by introducing milk vending machines into an area. The study indicated that over half of the sales through milk vending machines were "plus" sales. Sales of milk through vending machines located in industrial plants, schools, office buildings, and three outdoor sites accounted for 1.5 percent of total sales over a period of 22 months. The findings also provide information on differences in sales of various products in various locations, and between milk and competing beverages.

- (3) Plans. A full report with the findings will be issued jointly by the West Virginia Agricultural Experiment Station and the Department. No further work in this area of marketing is planned.

AMS INSTRUCTION 125-1
Rev. 4
EXHIBIT A

INDEX OF LINE PROJECTS UNDER WORK PROJECT NO. _____

Work Project Title _____

Line Project Number	Brief Title	Page Number in Report <u>1/</u>

1/ Give the page number on which the line project is discussed in the work project annual report.

Composition, Distribution, Submission - Annual Progress Report

AGRICULTURAL ECONOMICS DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Work Project Annual Report	Oct. 1 of past fiscal year through Sept. 30 of current fiscal year	FI 1	28	Recommended by Division Director	Office of Deputy Admin., Marketing Research by <u>Sept. 30</u>
		FI 2	28		
		FI 3	28		
		FP 1	25		
		FP 2	25		
		FP 3	25		
		SR 1	31		
		SR 2	31		
		SR 3	31		
		SR 4	31		
		SR 5	31		

ACTION BY: Divisions and Offices in Washington, D. C.

Annual Progress Reporting

I PURPOSE

This Instruction establishes the procedure for preparing annual progress reports in AMS.

II BASIC REPORTING PLAN

A General. The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs, but which by its nature and timing will keep reporting requirements for program divisions to a minimum.

B Utilization of Reports. The annual progress reports serve in:

- 1 Obtaining significant achievements data and current programs information for the annual budget submission and for reports of progress to Research and Marketing Advisory Committees;
- 2 Reporting progress of work and line projects in accordance with the Uniform Project System of the Department;
- 3 Developing AMS-wide reports to the public, the Secretary, and other officials and agencies;
- 4 Summarizing and analyzing current status and trends for management purposes; and
- 5 Furnishing the basis for answers to inquiries and for the preparation of special reports by the Administrator's staff.

III DIVISIONS TO REPORT

The following divisions shall prepare report(s) as prescribed:

Administrative Services	Livestock
Cotton	Market Quality Research
Dairy	Packers and Stockyards
Food Distribution	Poultry
Fruit and Vegetable	Special Services
Grain	Tobacco
Matching Fund Program	Transportation and Facilities Research

IV COMPOSITION OF ANNUAL PROGRESS REPORT

The annual progress report in its entirety is composed of:

A A narrative report of progress which is made up of (1) a work project annual report (prepared by divisions other than the research divisions), and (2) a research annual progress report (prepared only by the research divisions); and

B A statistical data report (prepared by divisions other than the research divisions and the Administrative Services Division).

V PREPARATION, SUBMISSION, AND DISTRIBUTION OF REPORT

A Preparation.

1 Narrative Report of Progress.

a Work Project Annual Report. Exhibit A-1, attached, contains information on the preparation of the work project annual report, including a format and content guide.

b Research Annual Progress Report. Exhibit A-2, attached, contains information on the preparation of the research annual progress report.

(V A)

2 Statistical Data Report. The statistical data report consists of statistical information covering the fiscal year being reported. As a minimum, the data should cover the past and current fiscal years, and, if possible, the budget year, particularly if significant changes are anticipated. The Budget and Finance (BF) Division will provide the forms prescribed for use by individual divisions.

B Submission and Distribution. Exhibit B, attached, is a series of numbered charts showing the divisions and offices to report, report(s) required (including forms for the statistical data report), period covered, copies required, due dates, and other information on submission and distribution. The Exhibit is prepared for individual reporting divisions and offices. Only the applicable portion of the Exhibit is distributed to the division or office concerned.

VI ASSISTANCE AVAILABLE

Additional information and assistance in the preparation of the annual progress report may be obtained from the budget analyst in the BF Division assigned to work with the respective divisions and offices.


S. R. Smith
Administrator

Attachments

Preparation of the Work Project Annual Report
(for Other Than Research Work)

General Information.

No printed or processed forms are provided for use in preparing the work project annual report. A format and content guide is given on the following pages of this Exhibit, together with explanations of information required. Preparing divisions are responsible for reproducing reports to obtain required copies as indicated in Exhibit B. Observe the following when preparing the report.

- 1 Express subject matter simply since the reports are used for varied purposes. Avoid highly technical subject matter whenever possible.
- 2 Include special information intended only for AMS personnel in a covering memorandum attached to the report. This will permit distribution of the report outside AMS without modifying the report before distribution.
- 3 Enter "Administratively Confidential" in the upper right corner of the first page only.
- 4 Use one side of sheet only.
- 5 Allow 1½ inches on the left margin of each page for binding.
- 6 Enter page number at the lower right corner of each page.

General Information (Con.)

7 Provide for signatures on the bottom of the first page of the report and continue the report on succeeding pages.

a Recommendation. All work project annual reports (including those on Section 32 programs) should be signed by the Division Director on the line "Recommended."

b Approval.

(1) Reports for all programs except Food Stamp, School Lunch, Special Milk, and Section 32 should be signed by the appropriate Deputy Administrator on the line "Approved" before submission to the BF Division.

(2) Reports for the Food Stamp, School Lunch, and Special Milk Programs should be signed by the Associate Administrator before submission to the BF Division.

(3) Reports on Section 32 programs will be consolidated in the BF Division into one report for approval by the Associate Administrator.

Format and Content Guide for Work Project Annual Report

Administratively Confidential

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

- 1 Work Project No. _____
- 2 Work Project Annual Report -- Year Ending _____
(See Exhibit B for period covered.)
- 3 Division and Branch, or Office _____
- 4 Work Project Title _____

5 Overall Work Project Information.a Purpose.

(Provide a brief but informative statement of the goals or results to be achieved by the work reported on.)

b Summary of Progress.

(Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. Subjects to be included in the report will vary greatly by work project. The following information is desired:

- (1) Factors contributing to or influencing the development or the operation of the project during the

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
Recommended:	_____	_____	_____
	_____	_____	_____
Approved:	_____	_____	_____

(5 b (1))

reporting period such as the economic setting; shifts in emphasis in work and reasons therefor; technological and new developments in the project field; and changes in procedure and program approaches made, if significantly affecting substantive work under the project. Indicate significant trade and industry relationships.

- (2) Specific examples of accomplishments during the year being reported.
- (3) Special or emergent conditions which required Federal action. Give a short history of such conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- (4) Significant achievements, major improvements, and/or economies in operations which have resulted in improved service to the public or expansion of the program under the work project.
- (5) Significant workload data (such as professional and clerical man-years), including trends.)

c Plans.

(State anticipated new developments and phases of work to be given special emphasis during the current year for the overall work project. Also indicate the broad direction the work should take in the next two or three years, assuming continued availability of current funds.)

d List of Publication.

(Indicate, in order, the title, author(s), type, and date of publication for each release since the last work project annual report. Include all bulletins, reports, books, journal articles, and technical papers stemming from work

(5 d)

under the project. Formal addresses may be included if cleared for publication by the Marketing Information Division or if already published, either by the Department or by an outside medium.

Following are examples of how to list publications:

- (1) Estimating Yields of Retail Cuts From Beef Carcasses. C. E. Murphey, D. K. Hallett, W. E. Tyler, and J. C. Pierce. Paper presented at Sixty-Second Meeting of the American Society of Animal Production, Chicago, Ill., November 1960.
- (2) What Makes Market Value in Hogs. C. L. Strong, Agricultural Marketing, February 1961.
- (3) Beef Muscle Characteristics as Related to Carcass Grade, Carcass Weight, and Degree of Aging. D. M. Doty and John C. Pierce, Technical Bulletin No. 1231, July 1961.
- (4) Preparing Wool for Market - How To Increase Profits. Unsigned, Marketing Bulletin No. 10 (supersedes Leaflet No. 92, Preparing Wool for Market), July 1960.)

Preparation of the Research Annual Progress Report
(Multiple-Use Report)

General Information.

Each research division shall prepare an annual report on accomplishments and progress. The period of reporting is to be through September 30 of the current fiscal year. (This report will replace the previously prepared work project annual report and will also serve as the reports to commodity and functional advisory committees (see AMS Instruction 113-1, Advisory Committees Under the Research and Marketing Act.)) The unit for reporting will be the "areas" used in the 1961 study of agricultural research.

Cover Page.

Prepare a cover page as shown on page 5 of this Exhibit.

1 Enter the symbol ** in the upper right corner. This indicates that the report is not to go to libraries and is not to be included in bibliographies. It does not mean, however, that the report is administratively confidential.

2 The date following "A Summary of Current Program" shall be the first day following the end of the reporting year for the division.

3 For the 1962 report, in "Preliminary Report of Progress for _____ to _____," enter as the first date that on which previous "Progress Report" to advisory committees ended; enter as the second date the end of the reporting year for the division. (In the 1962 report it will be necessary to include more than a year in reporting "progress" since no "progress" was reported to advisory committees during 1961.) After the 1962 report, these dates will be for the reporting year.

4 Enter at the bottom of the cover sheet the date the report is prepared.

Table of Contents.

Prepare a table of contents to the report as shown on page 6 of this Exhibit.

Introduction.

As an introduction to the report, include on a separate page(s) information concerning a few (from two to six) outstanding accomplishments. Probably none of these will be reflected in the present progress report. Select examples of work completed two to five years earlier, the results of which are being used in marketing agricultural commodities.

Area Report.

A format and content guide for the area report is given on pages 7 and 8 of this Exhibit. Explanations are included for the required entries. Prepare a separate submission for each area reported. Each submission will consist of statements of problem, program, and progress; and a list of publications. Prepare the program statement for the 1962 report in two parts as follows:

USDA PROGRAM

RELATED PROGRAMS OF STATE EXPERIMENT STATIONS AND INDUSTRY

Line Project Check List.

The table on page 9 of this Exhibit illustrates the format of the line project check list which is to be appended to the report. List all line projects active at the start of the report period and those initiated during that period. Identify by appropriate footnotes the line projects terminated and those initiated during the report period. The line project check list shall contain all areas reported. It will serve as an index to indicate where information on a specific line project is to be found in the report. Work and line project titles may be abbreviated provided their identity with the original project is preserved. The area and subheading in the last column of the table can be keyed to the progress statement. Example: 3-D-2. The 3 represents the area number, D indicates the subheading, and 2 the numbered item under D.

Typing Instructions.

1 Type all material on special camera copy paper for reduction. Type the narrative material for 10 percent reduction and the line project check list for 25 percent reduction. Follow the sample area report and line project check list closely. Proper spacing for the line project check list is shown on the sample.

2 Start each area report on a new page.

3 Allow margins of five spaces inside the blue lines in typing the narrative part of the report.

4 Number pages as follows:

On the table of contents, place page numbers (Roman numerals in small letters) at the bottom of the page. Type odd numbers on right side of page; even on left.

On the narrative material, place page numbers (arabic) one space below the top blue line in the center of the sheet.

Example:

- 2 -

On the line project check list, place page numbers two spaces above the blue line and center as in the narrative material.

5 Center area headings six lines from the top blue line. On the succeeding pages for each area begin the first line of typing four lines from the top blue line.

6 Do not type below the solid blue line at the bottom of the page.

Proofing and Correction of Copy.

Each division is responsible for seeing that copy is proofed and that corrections have been properly made.

Submission of Report.

- 1 Each division shall submit the camera copy of the report to the Deputy Administrator, Marketing Research, together with an estimate of the number of copies that will be required for the division, advisory committees, and for the Central Project office.
- 2 Submit two copies of the report to the BF Division when the camera copy is approved by the Deputy Administrator, Marketing Research.
- 3 After review and approval, the Deputy Administrator, Marketing Research, will forward the original copy and an estimate of the number of copies needed by the division to the Staff Assistant to the Administrator, Economic Research Service (ERS), who will review the report before submission to the Research Advisory Committee Staff, Agricultural Research Service.
- 4 The Staff Assistant to the Administrator, ERS, will survey other divisions of the Department to determine copy requirements and make distribution of the reports.

Sample Cover Page for Research Annual Progress Report

-

A Summary of Current Program as of _____
and Preliminary Report of Progress
for _____ to _____

RESEARCH DIVISION

of the

AGRICULTURAL MARKETING SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

This progress report is primarily a tool for use of Department scientists and administrators in program coordination, development, and evaluation; and for use of advisory committees in program review and development of recommendations for future research programs. The summaries of research progress include some tentative results that have not been tested sufficiently to justify general release. Such findings, when adequately confirmed, will be released promptly through established channels. Because of this, the report is not intended for publication and should not be referred to in literature citations. Copies are distributed only to members of Department staff, advisory committee members, and others having a special interest in the development of public agricultural research programs.

This report also includes a list of publications reporting research results, issued between _____ and _____. Current agricultural research findings are also published in the monthly USDA publication, Agricultural Research. This progress report was compiled in the _____ Research Division, Agricultural Marketing Service, U. S. Department of Agriculture.

UNITED STATES DEPARTMENT OF AGRICULTURE
Washington 25, D. C.

TABLE OF CONTENTS

	<u>Page</u>
Introduction.....	1
Area 1 Citrus and Subtropical Fruit - Market Quality.....	
Area 2 Dairy Products - Market Quality.....	
Area 3 Deciduous Fruits and Tree Nuts - Market Quality.....	
Area 4 Etc.	



Line Project Check List.....	
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Format and Content Guide for Research Annual Progress Report

AREA 1

CITRUS AND SUBTROPICAL FRUIT - MARKET QUALITY

Problem.

(Enter a statement similar to or the same as that used in the 1961 study of agricultural research.)

USDA PROGRAM

(Include for each area the type of research (basic and/or applied and scientific disciplines involved), locations, and cooperation.

For each subheading (as used in the 1961 study) show magnitude of current program in professional man-years, and lines of work terminated during the year. ("Lines of work" may or may not coincide with line projects.) The program information should also include contracts, both domestic and P.L. 480.)

RELATED PROGRAMS OF STATE EXPERIMENT STATIONS AND INDUSTRY

(Enter information (in same manner as for USDA Program above) on related programs of State experiment stations and industry. This information shall be included in the 1962 report only.)

REPORT OF PROGRESS FOR USDA AND COOPERATIVE PROGRAMS

(Enter a statement of progress and findings for each of the subheadings used in Part III of the 1961 study. Slight changes in titles or subheadings are permissible as long as they remain identifiable with the 1961 study. Under each subheading, summarize in one or more paragraphs the progress and significant findings. It is not necessary to have a

separate and distinct statement of progress for each line project since groups of closely related line projects may often be logically treated as a unit. The same is true for closely related efforts at different locations. Minimize explanation of operational progress. In most cases do not include information regarding staff and facilities, and research methodology. Give major emphasis to findings. A single sentence will be adequate when recently initiated work has not progressed to the "findings" state. It is also possible that there may be no report of progress on some line projects in some years.)

PUBLICATIONS REPORTING RESULTS OF USDA AND COOPERATIVE RESEARCH

(Subdivide the list of publications by the subheadings used in the Progress statement. In listing publications give author(s), year of publication, title, and name of publication for each release during the reporting year, including bulletins, books, journal articles, and technical papers stemming from work in the area involved. Reports of work "accepted for publication" or "in press" may be mentioned under Progress but not included under Publications. Identify by appropriate footnotes those publications from P.L. 480 and from work done with transferred funds. Do not include general or popular articles based on previously published research results. Include those issued since the last report made to respective advisory committees.

Examples of publication listings are shown below.

Vegetables.

Black, W. R., and Breakiron, P. L. 1961. New Shipping Containers for Cantaloups - A Study of Ways To Reduce Damage and Transportation Costs. Marketing Research Report No. 459., pp. 7-8.

Citrus Fruit.

Hinds, R. H., Jr. 1961. A Better Way To Load Citrus. Agricultural Marketing, August 1961, pp. 5-7.)

Line Project Check List -- Reporting Year _____ to _____

Work and Line Project Number	Work and Line Project Titles	Work Locations During Past Year	Line Project Incl. in Summary of Progress (Yes - No)	Area and Subheading

Composition, Distribution, Submission - Annual Progress Report

ADMINISTRATIVE SERVICES DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Work Project Annual Report	Fiscal Year	MS-1-5	29	See Exhibit A-1, Page 2, Item 7.	BF Division by <u>August 15</u>

Composition, Distribution, Submission - Annual Progress Report

COTTON DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -4 -10 -11 -12 -21	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-1-1 MS-2-1 Sec. 32	33 33 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

Composition, Distribution, Submission - Annual Progress Report

DAIRY DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -9 -10 -11 -12 -21 -29 -30	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-1-2 ^{1/} MS-2-2 Sec. 32	34 34 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

^{1/} Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2.

8-30-62

Composition, Distribution, Submission - Annual Progress Report

FOOD DISTRIBUTION DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-24 -25 -26 -28 -32 -33 -34 -35 -36 -37 -38 -40 -41	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	SL-1-1 SL-1-2 Sec. 32 Special Milk Program Food Stamp Program	28 28 13 28 28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

8-30-62

Composition, Distribution, Submission - Annual Progress Report

FRUIT AND VEGETABLE DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -9 -10 -11 -12 -19 -21 -27 -30 -31 -43	Original and 4 Copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-1-3 MS-2-3 MS-4-4 PAC-1 Sec. 32 Agreements and Orders	34 34 34 34 13 28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

Composition, Distribution, Submission - Annual Progress Report

GRAIN DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -5 -10 -11 -12 -16 -21	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-1-4 MS-2-4 MS-2-8 MS-4-1 Sec. 32	34 34 34 34 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

8-30-62

Composition, Distribution, Submission - Annual Progress Report

MATCHING FUND PROGRAM

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS-24-20 -23	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Oct. 1 of past fiscal year through Sept. 30 of current fiscal year	MS-5 SDA-1	31 31	See Exhibit A-1, Page 2, Item 7	BF Division by <u>Sept. 30</u>

Composition, Distribution, Submission - Annual Progress Report

LIVESTOCK DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -9 -10 -11 -12 -21	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-1-6 MS-2-5 Sec. 32	36 36 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

Composition, Distribution, Submission - Annual Progress Report

MARKET QUALITY RESEARCH DIVISION

Report	Period Covered	Areas To Be Reported	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Research Annual Progress Report	Oct. 1 of past fiscal year through Sept. 30 of current fiscal year	1 through 15	<u>1</u> /	None	Camera copy to Office of Deputy Admin., Marketing Research, and 2 copies to BF Division by <u>Sept. 30</u>

1/ The Staff Assistant to the Administrator, ERS, will determine the number of copies required outside the division.

8-30-62

Composition, Distribution, Submission - Annual Progress Report

PACKERS AND STOCKYARDS DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-14	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-4-3	36	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

8-30-62

Composition, Distribution, Submission - Annual Progress Report

POULTRY DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-8 -9 -10 -11 -12 -21	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-1-2 ^{1/} MS-2-7 MS-2-10 Sec. 32	34 34 34 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

^{1/} Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2.

8-30-62

Composition, Distribution, Submission - Annual Progress Report

SPECIAL SERVICES DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-13 -17	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-4-6 MS-4-5	30 30	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

Composition, Distribution, Submission - Annual Progress Report

TOBACCO DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -6 -7 -10 -11 -12 -18 -21	Original and 4 copies	None	BF Division by <u>August 15</u>
Work Project Annual Report	Fiscal Year	MS-1-7 MS-1-8 MS-2-6 MS-2-9 MS-4-2 Sec. 32	38 38 38 38 38 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 15</u>

Composition, Distribution, Submission - Annual Progress Report

TRANSPORTATION AND FACILITIES RESEARCH DIVISION

Report	Period Covered	Areas To Be Reported	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Research Annual Progress Report	Oct. 1 of past fiscal year through Sept. 30 of current fiscal year	1 through 11	<u>1</u> /	None	Camera Copy to Office of Deputy Admin., Marketing Research, and 2 copies to BF Division by <u>Sept. 30</u>

1/ The Staff Assistant to the Administrator, ERS, will determine the number of copies required outside the division.

8-30-62

Sample Cover Page for Research Annual Progress Report

-

A Summary of Current Program as of _____
and Preliminary Report of Progress
for _____ to _____

RESEARCH DIVISION

of the

AGRICULTURAL MARKETING SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

This progress report is primarily a research tool for use of Department scientists and administrators in program coordination, development, and evaluation; and for use of advisory committees in program review and development of recommendations for future research programs. The summaries of research progress include some tentative results that have not been tested sufficiently to justify general release. Such findings, when adequately confirmed, will be released promptly through established channels. Because of this, the report is not intended for publication and should not be referred to in literature citations. Copies are distributed only to members of Department staff, advisory committee members, and others having a special interest in the development of public agricultural research programs.

This progress report was compiled in the _____
Research Division, Agricultural Marketing Service, U. S. Department of
Agriculture. It also includes a list of publications reporting results
of Department and cooperative research in the field of work of this
division, issued between _____ and _____.
Current marketing research findings are also published from time to
time in the monthly AMS publication, "Agricultural Marketing."

UNITED STATES DEPARTMENT OF AGRICULTURE
Washington 25, D. C.

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Area 2 Dairy Products - Market Quality.....	
Area 3 Deciduous Fruits and Tree Nuts - Market Quality.....	
Area 4 Etc.	



Line Project Check List.....	
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ACTION BY: Divisions and Offices in Washington, D. C.

Annual Progress Reporting

I PURPOSE

This Instruction establishes the procedure for preparing annual progress reports in AMS.

II BASIC REPORTING PLAN

A General. The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs, but which by its nature and timing will keep reporting requirements for program divisions to a minimum.

B Utilization of Reports. The annual progress reports serve in:

- 1 Obtaining significant achievement data and current program information for the annual budget submission and for reports of progress to Research and Marketing Advisory Committees;
- 2 Reporting progress of work and line projects in accordance with the Uniform Project System of the Department;
- 3 Developing AMS-wide reports to the public, the Secretary, and other officials and agencies;
- 4 Summarizing and analyzing current status and trends for management purposes; and
- 5 Furnishing the basis for answers to inquiries and for the preparation of special reports by the Administrator's staff.

III DIVISIONS TO REPORT

The following divisions shall prepare report(s) as prescribed:

*	Administrative Services	Matching Fund Program
	Cotton	*-Milk Marketing Orders-*
	Dairy	Packers and Stockyards
	Food Distribution	Poultry
	Fruit and Vegetable	Special Services
	Grain	Tobacco
	Livestock	Transportation and Facilities
	Market Quality Research	Research

IV COMPOSITION OF ANNUAL PROGRESS REPORT

The annual progress report in its entirety is composed of:

A A narrative report of progress which is made up of (1) a work project annual report (prepared by divisions other than the research divisions), and (2) a research annual progress report (prepared only by the research divisions); and

B A statistical data report (prepared by divisions other than the research divisions and the Administrative Services Division).

V PREPARATION, SUBMISSION, AND DISTRIBUTION OF REPORT

A Preparation.

1 Narrative Report of Progress.

a Work Project Annual Report. Exhibit A-1, attached, contains information on the preparation of the work project annual report, including a format and content guide.

b Research Annual Progress Report. Exhibit A-2, attached, contains information on the preparation of the research annual progress report.

(V A)

2 Statistical Data Report. The statistical data report consists of statistical information covering the fiscal year being reported. As a minimum, the data should cover the past and current fiscal years, and, if possible, the budget year, particularly if significant changes are anticipated. The Budget and Finance (BF) Division will provide the forms prescribed for use by individual divisions.

B Submission and Distribution. Exhibit B, attached, is a series of numbered charts showing the divisions and offices to report, report(s) required (including forms for the statistical data report), period covered, copies required, due dates, and other information on submission and distribution. The Exhibit is prepared for individual reporting divisions and offices. Only the applicable portion of the Exhibit is distributed to the division or office concerned.

VI ASSISTANCE AVAILABLE

Additional information and assistance in the preparation of the annual progress report may be obtained from the budget analyst in the BF Division assigned to work with the respective divisions and offices.



S. R. Smith
Administrator

Attachments

Preparation of the Work Project Annual Report
(for Other Than Research Work)

General Information.

No printed or processed forms are provided for use in preparing the work project annual report. A format and content guide is given on the following pages of this Exhibit, together with explanations of information required. Preparing divisions are responsible for reproducing reports to obtain required copies as indicated in Exhibit B. Observe the following when preparing the report.

- 1 Express subject matter simply since the reports are used for varied purposes. Avoid highly technical subject matter whenever possible.
- 2 Include special information intended only for AMS personnel in a covering memorandum attached to the report. This will permit distribution of the report outside AMS without modifying the report before distribution.
- 3 Enter "Administratively Confidential" in the upper right corner of the first page only.
- 4 Use one side of sheet only.
- 5 Allow $1\frac{1}{2}$ inches on the left margin of each page for binding.
- 6 Enter page number at the lower right corner of each page.

General Information (Con.)

7 Provide for signatures on the bottom of the first page of the report and continue the report on succeeding pages.

a Recommendation. All work project annual reports (including those on Section 32 programs) should be signed by the Division Director on the line "Recommended."

b Approval.

(1) Reports for all programs except Food Stamp, School Lunch, Special Milk, and Section 32 should be signed by the appropriate Deputy Administrator on the line "Approved" before submission to the BF Division.

(2) Reports for the Food Stamp, School Lunch, and Special Milk Programs should be signed by the Associate Administrator before submission to the BF Division.

(3) Reports on Section 32 programs will be consolidated in the BF Division into one report for approval by the Associate Administrator.

Format and Content Guide for Work Project Annual Report

Administratively Confidential

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

- 1 Work Project No. _____
- 2 Work Project Annual Report -- Year Ending _____
(See Exhibit B for period covered.)
- 3 Division and Branch, or Office _____
- 4 Work Project Title _____

5 Overall Work Project Information.a Purpose.

(Provide a brief but informative statement of the goals or results to be achieved by the work reported on.)

b Summary of Progress.

(Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. Subjects to be included in the report will vary greatly by work project. The following information is desired:

- (1) Factors contributing to or influencing the development or the operation of the project during the

	<u>Signature</u>	<u>Title</u>	<u>Date</u>
Recommended:	_____	_____	_____
	_____	_____	_____
Approved:	_____	_____	_____

(5 b (1))

reporting period such as the economic setting; shifts in emphasis in work and reasons therefor; technological and new developments in the project field; and changes in procedure and program approaches made, if significantly affecting substantive work under the project. Indicate significant trade and industry relationships.

- (2) Specific examples of accomplishments during the year being reported.
- (3) Special or emergent conditions which required Federal action. Give a short history of such conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- (4) Significant achievements, major improvements, and/or economies in operations which have resulted in improved service to the public or expansion of the program under the work project.
- (5) Significant workload data (such as professional and clerical man-years), including trends.)

c Plans.

(State anticipated new developments and phases of work to be given special emphasis during the current year for the over-all work project. Also indicate the broad direction the work should take in the next two or three years, assuming continued availability of current funds.)

d List of Publication.

(Indicate, in order, the title, author(s), type, and date of publication for each release since the last work project annual report. Include all bulletins, reports, books, journal articles, and technical papers stemming from work

(5 d)

under the project. Formal addresses may be included if cleared for publication by the Marketing Information Division or if already published, either by the Department or by an outside medium.

Following are examples of how to list publications:

- (1) Estimating Yields of Retail Cuts From Beef Carcasses. C. E. Murphey, D. K. Hallett, W. E. Tyler, and J. C. Pierce. Paper presented at Sixty-Second Meeting of the American Society of Animal Production, Chicago, Ill., November 1960.
- (2) What Makes Market Value in Hogs. C. L. Strong, Agricultural Marketing, February 1961.
- (3) Beef Muscle Characteristics as Related to Carcass Grade, Carcass Weight, and Degree of Aging. D. M. Doty and John C. Pierce, Technical Bulletin No. 1231, July 1961.
- (4) Preparing Wool for Market - How To Increase Profits. Unsigned, Marketing Bulletin No. 10 (supersedes Leaflet No. 92, Preparing Wool for Market), July 1960.)

Preparation of the Research Annual Progress Report
(Multiple-Use Report)

General Information.

Each research division shall prepare an annual report on accomplishments and progress. The period of reporting is to be through September 30 of the current fiscal year. (This report will replace the previously prepared work project annual report and will also serve as the reports to commodity and functional advisory committees (see AMS Instruction 113-1, Advisory Committees Under the Research and Marketing Act.)) The unit for reporting will be the "areas" used in the 1961 study of agricultural research.

Cover Page.

Prepare a cover page as shown on page 5 of this Exhibit.

- 1 Enter the symbol *-* in the upper right corner. This indicates that the report is not to go to libraries and is not to be included in bibliographies. It does not mean, however, that the report is administratively confidential.
- 2 The date following "A Summary of Current Program" shall be the first day following the end of the reporting year for the division.
- 3 The dates to be entered following "Preliminary Report of Progress for _____ to _____," shall be the dates for the reporting year.
- 4 Enter at the bottom of the cover sheet the date the report is prepared.

AMS INSTRUCTION 125-1
Rev. 6
EXHIBIT A-2

Table of Contents.

Prepare a table of contents to the report as shown on page 6 of this Exhibit.

Introduction.

As an introduction to the report, include on a separate page(s) information concerning a few (from two to six) outstanding accomplishments. Probably none of these will be reflected in the present progress report. Select examples of work completed two to five years earlier, the results of which are being used in marketing agricultural commodities.

Area Report.

A format and content guide for the area report is given on pages 7 and 8 of this Exhibit. Explanations are included for the required entries. Prepare a separate submission for each area reported. Each submission will consist of statements of problem, program, and progress; and a list of publications.

Line Project Check List.

The table on page 9 of this Exhibit illustrates the format of the line project check list which is to be appended to the report. List all line projects active at the start of the report period and those initiated during that period. Identify by appropriate footnotes the line projects terminated and those initiated during the report period. The line project check list shall contain all areas reported. It will serve as an index to indicate where information on a specific line project is to be found in the report. Work and line project titles may be abbreviated provided their identity with the original project is preserved. The area and subheading in the last column of the table can be keyed to the progress statement. Example: 3-D-2. The 3 represents the area number, D indicates the subheading, and 2 the numbered item under D. Group P.L. 480 projects together.

Typing Instructions.

- 1 Type all material on special camera copy paper for reduction. Type the narrative material for 10 percent reduction and the line project check list for 25 percent reduction. Follow the sample area report and line project check list closely. Proper spacing for the line project check list is shown on the sample.

- 2 Start each area report on a new page.

- 3 Allow margins of five spaces inside the blue lines in typing the narrative part of the report.

- 4 Number pages as follows:

On the table of contents, place page numbers (Roman numerals in small letters) at the bottom of the page. Type odd numbers on right side of page; even on left.

On the narrative material, place page numbers (arabic) one space below the top blue line in the center of the sheet.

Example: - 2 -

On the line project check list, place page numbers two spaces above the blue line and center as in the narrative material.

- 5 Center area headings six lines from the top blue line. On the succeeding pages for each area begin the first line of typing four lines from the top blue line.

- 6 Do not type below the solid blue line at the bottom of the page.

Proofing and Correction of Copy.

Each division is responsible for seeing that copy is proofed and that corrections have been properly made.

Submission of Report.

- 1 Each division shall submit the camera copy of the report to the Deputy Administrator, Marketing Research, together with an estimate of the number of copies that will be required for the division, advisory committees, and for the Central Project office.
- 2 Submit two copies of the report to the BF Division when the camera copy is approved by the Deputy Administrator, Marketing Research.
- 3 After review and approval, the Deputy Administrator, Marketing Research, will forward the original copy and an estimate of the number of copies needed by the division to the Staff Assistant to the Administrator, Economic Research Service (ERS), who will review the report before submission to the Research Advisory Committee Staff, Agricultural Research Service.
- 4 The Staff Assistant to the Administrator, ERS, will survey other divisions of the Department to determine copy requirements and make distribution of the reports.

Sample Cover Page for Research Annual Progress Report

-

A Summary of Current Program as of _____
and Preliminary Report of Progress
for _____ to _____

RESEARCH DIVISION

of the

AGRICULTURAL MARKETING SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE

This progress report is primarily a research tool for use of Department scientists and administrators in program coordination, development, and evaluation; and for use of advisory committees in program review and development of recommendations for future research programs. The summaries of research progress include some tentative results that have not been tested sufficiently to justify general release. Such findings, when adequately confirmed, will be released promptly through established channels. Because of this, the report is not intended for publication and should not be referred to in literature citations. Copies are distributed only to members of Department staff, advisory committee members, and others having a special interest in the development of public agricultural research programs.

This progress report was compiled in the _____
Research Division, Agricultural Marketing Service, U. S. Department of
Agriculture. It also includes a list of publications reporting results
of Department and cooperative research in the field of work of this
division, issued between _____ and _____.
Current marketing research findings are also published from time to
time in the monthly AMS publication, "Agricultural Marketing."

UNITED STATES DEPARTMENT OF AGRICULTURE
Washington 25, D. C.

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Area 2 Dairy Products - Market Quality.....	
Area 3 Deciduous Fruits and Tree Nuts - Market Quality.....	
Area 4 Etc.	



Line Project Check List.....

Format and Content Guide for Research Annual Progress Report

AREA 1

CITRUS AND SUBTROPICAL FRUIT - MARKET QUALITY

Problem.

(Enter a statement similar to or the same as that used in the 1961 study of agricultural research.)

USDA PROGRAM

(Include for each area the type of research (basic and/or applied and scientific disciplines involved), locations, and cooperation.

For each primary subheading (as used in the 1961 study) show magnitude of current program in professional man-years, and lines of work terminated during the year. ("Lines of work" may or may not coincide with line projects.) The program information should also include contracts and grants, both domestic and P.L. 480, and Pioneering Laboratory activities.)

REPORT OF PROGRESS FOR USDA AND COOPERATIVE PROGRAMS

(Enter a statement of progress and findings for each of the subheadings used in Part III of the 1961 study. Slight changes in titles or subheadings are permissible as long as they remain identifiable with the 1961 study. Under each subheading, summarize in one or more paragraphs the progress and significant findings. It is not necessary to have a

separate and distinct statement of progress for each line project since groups of closely related line projects may often be logically treated as a unit. The same is true for closely related efforts at different locations. Minimize explanation of operational progress. In most cases do not include information regarding staff and facilities, and research methodology. Give major emphasis to findings. A single sentence will be adequate when recently initiated work has not progressed to the "findings" stage. It is also possible that there may be no report of progress on some line projects in some years.)

PUBLICATIONS REPORTING RESULTS OF USDA AND COOPERATIVE RESEARCH

(Subdivide the list of publications by the subheadings used in the Program and Progress statements. In listing publications give author(s), year of publication, title, and name of publication for each release during the reporting year, including bulletins, books, journal articles, and technical papers stemming from work in the area involved. Reports of work "accepted for publication" or "in press" may be mentioned under Progress but not included under Publications. Identify by appropriate footnotes those publications from P.L. 480 and from work done with transferred funds. Do not include general or popular articles based on previously published research results. Include those issued since the last report made to respective advisory committees.

Examples of publication listings are shown below.

Vegetables.

Black, W. R., and Breakiron, P. L. 1961. New Shipping Containers for Cantaloups - A Study of Ways To Reduce Damage and Transportation Costs. Marketing Research Report No. 459., pp. 7-8.

Citrus Fruit.

Hinds, R. H., Jr. 1961. A Better Way To Load Citrus. Agricultural Marketing, August 1961, pp. 5-7.)

Line Project Check List -- Reporting Year _____ to _____

Work and Line Project Number	Work and Line Project Titles	Work Locations During Past Year	Line Project Incl. in Summary of Progress (Yes - No)	Area and Subheading

Composition, Distribution, Submission - Annual Progress Report

ADMINISTRATIVE SERVICES DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Work Project Annual Report	Fiscal Year	MS-1-5	29	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

7-11-63

Composition, Distribution, Submission - Annual Progress Report

COTTON DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -4 -10 -11 -12 -21	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-1-1 MS-2-1 Sec. 32 - Surplus Removal Activities	33 33 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

7-11-63

Composition, Distribution, Submission - Annual Progress Report

DAIRY DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -9 -10 -11 -12 -21	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-1-2 ¹ / ₁ MS-2-2 Sec. 32 - Surplus Removal Activities	34 34 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

1/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2.

Composition, Distribution, Submission - Annual Progress Report

FOOD DISTRIBUTION DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-24 -25 -26 -28 -32 -33 -34 -35 -36 -37 -40 -41 -42	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	SL-1-1 SL-1-2 Sec. 32 - Surplus Removal Activities Special Milk Program Food Stamp Program	28 28 13 28 28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

7-11-63

Composition, Distribution, Submission - Annual Progress Report

FRUIT AND VEGETABLE DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -9 -10 -11 -12 -19 -21 -27 -30 -31 -43 -44 -45	Original and 4 Copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-1-3 MS-2-3 MS-4-4 PAC-1 Sec. 32 - Surplus Removal Activities Agreements and Orders	34 34 34 34 13 28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

Composition, Distribution, Submission - Annual Progress Report

GRAIN DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -5 -10 -11 -12 -16 -21 -44	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-1-4 MS-2-4 MS-2-8 MS-4-1 Sec. 32 - Surplus Removal Activities Agreements and Orders	34 34 34 34 13 28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

Composition, Distribution, Submission - Annual Progress Report

MATCHING FUND PROGRAM

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS-24-20 -23	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-5 SDA-1	31 31	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

Composition, Distribution, Submission - Annual Progress Report

LIVESTOCK DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -9 -10 -11 -12 -21	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-1-6 MS-2-5 Sec. 32 - Surplus Removal Activities	36 36 13	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

Composition, Distribution, Submission - Annual Progress Report

MARKET QUALITY RESEARCH DIVISION

Report	Period Covered	Areas To Be Reported	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Research Annual Progress Report	Oct. 1 of past fiscal year through Sept. 30 of current fiscal year	1 through 15	<u>1</u> /	None	Camera copy to Office of Deputy Admin., Marketing Research, and 2 copies to BF Division by <u>Sept. 30</u>

1/ The Staff Assistant to the Administrator, ERS, will determine the number of copies required outside the division.

7-11-63

Composition, Distribution, Submission - Annual Progress Report

PACKERS AND STOCKYARDS DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-14	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-4-3	36	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

Composition, Distribution, Submission - Annual Progress Report

POULTRY DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-8 -9 -10 -11 -12 -21 -44	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-1-2 ^{1/} MS-2-7 MS-2-10 Sec. 32 - Surplus Removal Activities Agreements and Orders	34 34 34 13 28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

1/ Dairy and Poultry Divisions shall share the responsibility for the preparation and submission of MS-1-2.

7-11-63

Composition, Distribution, Submission - Annual Progress Report

SPECIAL SERVICES DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-13 -17	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-4-6 MS-4-5	30 30	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

Composition, Distribution, Submission - Annual Progress Report

TOBACCO DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS 24-1 -3 -6 -7 -10 -11 -12 -18 -21 -44	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	MS-1-7 MS-1-8 MS-2-6 MS-2-9 MS-4-2 Sec. 32 - Surplus Removal Activities Agreements and Orders	38 38 38 38 38 13 28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

Composition, Distribution, Submission - Annual Progress Report

TRANSPORTATION AND FACILITIES RESEARCH DIVISION

Report	Period Covered	Areas To Be Reported	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Research Annual Progress Report	Oct. 1 of past fiscal year through Sept. 30 of current fiscal year	1 through 11	<u>1</u> /	None	Camera Copy to Office of Deputy Admin., Marketing Research, and 2 copies to BF Division by <u>Sept. 30</u>

1/ The Staff Assistant to the Administrator, ERS, will determine the number of copies required outside the division.

Composition, Distribution, Submission - Annual Progress Report

MILK MARKETING ORDERS DIVISION

Report	Period Covered	Form To Be Used or Project Number	Copies Required for Distribution Outside Division	Signature Required At Time of Submission	Where To Submit and Due Date
Statistical Data Report	Fiscal Year	AMS-29 -30	Original and 4 copies	None	BF Division by <u>August 1</u>
Work Project Annual Report	Fiscal Year	Sec. 32 - Agreements and Orders	28	See Exhibit A-1, Page 2, Item 7	BF Division by <u>August 1</u>

ACTION BY: Divisions and Offices Concerned With Annual Progress
Reporting

Annual Progress Reporting

I PURPOSE

This Instruction prescribes the procedure for preparing annual progress reports in AMS.

II BASIC REPORTING PLAN

A General. The annual progress reporting plan outlined herein is based primarily on the principle that there should be a coordinated reporting system that will meet program management and budgetary needs, but which by its nature and timing will keep reporting requirements for program divisions to a minimum.

B Utilization of Reports. The annual progress reports serve in:

- 1 Obtaining significant achievement data and current program information for the annual budget submission;
- 2 Developing AMS-wide reports to the public, the Secretary, and other officials and agencies;
- 3 Summarizing and analyzing current status and trends for management purposes; and
- 4 Furnishing the basis for answers to inquiries and for the preparation of special reports by the Administrator's staff.

III COMPOSITION OF ANNUAL PROGRESS REPORT

The annual progress report of each division is composed of two parts:

A Narrative work project annual report for each work project conducted by the division; and

(III)

B Statistical data reports, applicable to division activities.

IV REPORTING REQUIREMENTS

Divisions required to report, together with projects and statistical data forms to be reported by individual divisions, are listed in Exhibit A, attached.

A Due Date: Submit all reports to the Budget and Finance (BF) Division by July 24.

B Number of Copies.

1 Narrative Work Project Annual Report: 15 copies

2 Statistical Data Forms: 5 copies

C Special Instructions:

1 Narrative Work Project Annual Report. A format and content guide for this report is contained in Exhibit B, attached.

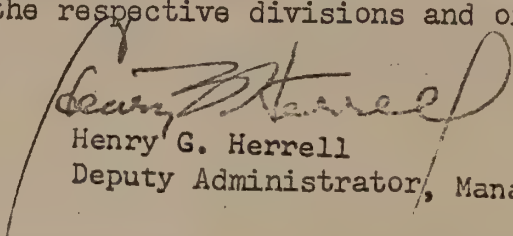
2 Statistical Data Report. Data on the past, current, and budget years are required. The BF Division will provide the forms prescribed for use by individual divisions.

V USE OF DATA FOR PUBLIC REPORTING

Indicate by footnote any data which should not be used in public reporting. This will save considerable time and effort on the part of both operating and staff divisions.

VI ASSISTANCE AVAILABLE

Additional information and assistance in the preparation of the annual progress report may be obtained from the budget analyst in the BF Division assigned to work with the respective divisions and offices.


Henry G. Herrell

Deputy Administrator, Management

Attachments

Reporting Requirements

Division	Narrative Work Project Annual Reports By Project	Statistical Data Reports By Form Number
Administrative Services	Leased Wire Service	Not Required
Cotton	IGC&S Market News Surplus Removal Activities	AMS 24-1 -10 -21 -3 -11 -4 -12
Dairy	IGC&S Market News ^{1/} Surplus Removal Activities	AMS 24-1 -10 -21 -3 -11 -9 -12
Food Distribution	Food Stamp Program School Lunch- -Cash Assistance -Cash Payments to States Special Milk Program Surplus Removal Activities	AMS 24-24 -34 -25 -35 -26 -36 -28 -37 -32 -41 -33 -42
Fruit & Vegetable	Agreements & Orders Export Fruit Acts IGC&S Market News PACA Standard Container Acts Surplus Removal Activities	AMS 24-1 -21 -3 -27 -9 -30 -10 -31 -11 -43 -12 -44 -19 -45
Grain	Agreements & Orders Federal Seed Act IGC&S- -Grain -Rice, Hay, Beans, etc. Market News Surplus Removal Activities	AMS 24-1 -21 -3 -44 -5 -10 -11 -12 -16

^{1/} Dairy Division shall consult with Poultry Division in the preparation of Project MS 1-2, Market News on Dairy and Poultry Products.

AMS INSTRUCTION 125-1

Rev. 7

EXHIBIT A

Division	Narrative Work Project Annual Reports By Project	Statistical Data Reports By Form Number
Livestock	IGC&S Market News Surplus Removal Activities	AMS 24-1 -10 -21 -3 -11 -9 -12
Matching Fund Program	Admin. & Coord. of State Payments Payments to States	AMS 24-20 -23
Milk Marketing Orders	Agreements & Orders	AMS 24-29 -30
Packers and Stockyards	Packers & Stockyards Act	AMS 24-14
Poultry	Agreements & Orders IGC&S- -Poultry Grading -Poultry Inspection Surplus Removal Activities	AMS 24-8 -21 -9 -44 -10 -11 -12
Special Services	Transportation Services U. S. Warehouse Act	AMS 24-13 -17
Tobacco	Agreements & Orders IGC&S- -Naval Stores -Tobacco Market News- -Naval Stores -Tobacco Naval Stores Regulatory & Tobacco Export Permits Surplus Removal Activities	AMS 24-1 -3 -6 -7 -10 -11 -12 -18 -21 -44

Format and Content Guide for Narrative Work Project Annual ReportGeneral Information.

No printed or processed forms are provided for the narrative work project annual reports. Preparing divisions are responsible for reproducing the number of copies required. Observe the following when preparing the report:

- 1 Use one side of sheet only.
- 2 Allow $1\frac{1}{4}$ inches on the left margin of each page for binding.

Format and Content.

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service

F. Y. _____ Narrative Work Project Annual Report

_____ Division	_____ Number and title of work project
-------------------	---

Summary of Progress.

Provide a comprehensive statement of progress and accomplishments under the work project during the reporting period. Use of underscored headings for each paragraph or group of paragraphs dealing with a topic will add to clarity and usefulness of this part of the report. Also, specific examples, where pertinent, of general interest or how the service provided by the work project has been used will aid in use, particularly in mass media reporting such as in newspapers and magazine articles.

Subjects to be included in the report will vary greatly by work project. The following information is desired:

(Summary of Progress, Con.)

- 1 Factors contributing to or influencing the development or the operation of the project during the reporting period such as the economic setting; shifts in emphasis in work and reasons therefor; technological and other new developments in the project field; and changes in procedure and program approaches made, if significantly affecting substantive work under the project. Indicate significant trade and industry relationships.
- 2 Specific examples of accomplishments during the year being reported.
- 3 Special or emergent conditions which required Federal action. Give a short history of such conditions, their scope, their possible impact, and specific action initiated to resolve the difficulty.
- 4 Significant major economies and efficiencies in operations which have (1) resulted in improved service, (2) avoided costs which otherwise would have been incurred, or (3) permitted needed expansion of the program being reported under work projects. These achievements shall be referred to only by listing the assigned AMS Management Improvement Project Numbers so as to avoid any duplication of reporting with requirements already prescribed by AMS Instruction 521-1, Management Improvement Project System. The BF Division will obtain copies of the most recent project descriptions for attachment.
- 5 Charts of significant workload data/man-year trends of the program under the work project.

Plans.

State anticipated new developments and phases of work to be given special emphasis during the current year for the over-all work project. Also indicate the broad direction the work should take in the next two or three years, assuming continued availability of funds at the current time.

List of Publications.

Show title, author, USDA or AMS series and number, and date of bulletins, reports, books, journal articles, technical papers, or other publications stemming from work under the project. Formal addresses may be included if cleared for publication by the Marketing Information Division, or if already published, either by the Department or an outside medium.

ACTION BY: *Division Directors and Staff Officers*

**Membership in the
American Management Association**

I PURPOSE

This Instruction (1) gives information about the Department's "company" membership in the American Management Association (AMA), and the benefits and services available to all personnel under that membership; and (2) explains how offices and employees may enroll for supplemental AMA memberships and obtain additional benefits.

II APPLICATION OF THIS INSTRUCTION

This Instruction is distributed only to division directors and staff officers; however, it is applicable to other AMS officials and employees. Division directors and staff officers, therefore, shall bring its provisions to the attention of all offices and employees affected. Extra copies are available in the Administrative Services Division, Procedures Branch.

III DIVISIONS OF INTEREST IN AMA

The purpose of AMA is to improve the management knowledge of its members through reports, publications, and courses of study. AMA divides its interests into ten major divisions, as follows:

Administrative Services	Manufacturing
Finance	Marketing
General Management	Packaging
Insurance	Personnel
International Management	Research and Development

IV MEMBERSHIPS IN AMA

A Department's Company Membership. The Department of Agriculture has a company membership in AMA, the benefits and services of which are available to all Department personnel in Washington and the field. These benefits and services are explained in Section V A below.

(IV)

B Supplemental Memberships. Supplemental memberships, entitling the member to additional benefits (as provided in Section V B below), are available under the Department's company membership to all offices and employees at an annual rate of \$30 per membership. This privilege extends to official enrollments as well as to personal enrollments.

1 Official Enrollments. Offices and employees wishing to be included as supplemental members shall submit applications by memorandum to the Personnel Division (Employee Development, Health, and Incentives Branch). Give title rather than name of the individual to be enrolled.

2 Personal Enrollments. Employees wishing to purchase supplemental memberships from personal funds should apply, in writing, directly to the Membership Manager, American Management Association, 1515 Broadway, New York 36, N. Y. Indicate that your membership is to be supplementary to the company membership of the United States Department of Agriculture.

V MEMBERSHIP BENEFITS AND SERVICES

A Department's Company Membership. The Department's basic membership entitles all offices and employees to the following:

1 Membership discounts in connection with:

- a The purchase of AMA publications; and
- b Attendance at AMA courses, conferences, and seminars which it holds in all of its divisions of interest.

2 Lending Service.

a Department's Library. AMA sends to the Department's Library for use by all Department employees:

- (1) All regular AMA periodical publications, and
- (2) Management reports and research studies on each of its ten divisions of interest (listed in Section III above).

(V A 2)

b AMA Library. AMA will furnish management information and library service, on a loan basis and free of charge, to any Department employee. This includes books, reports, and other pertinent materials (such as bibliographies) on specific management problems. (See Section VI C 2 below for information on how to procure this service.)

B Supplemental Memberships. Under supplemental memberships, each enrollee will receive, in addition to the benefits and services available under the Department's company membership:

1 All regular AMA periodical publications, and

2 Management reports and research studies on the major problems covered by any two AMA divisions of interest (listed in Section III above).

VI OBTAINING BENEFITS AND SERVICES UNDER DEPARTMENT'S COMPANY MEMBERSHIP

AMA benefits and services for official use shall be requisitioned in accordance with established procurement procedures. Purchases of AMA benefits and services by employees for their own personal use shall be made directly from AMA by the employee.

A Discounts on Purchases of Publications. To obtain membership discounts on purchases of publications from AMA, simply refer on the requisition to the Department's company membership.

B Discounts on Courses, Conferences, and Seminars. Official training through AMA is subject to the requirements of AMS Instruction 380-2, Approval for Training. To assure that applicable membership discounts are obtained on such training, divisions and staff offices shall include on Form AD-281, Request and Authorization for Outside Training, the tuition rate announced for AMA members, plus a notation that the training constitutes training under the Department's company membership.

(VI)

C Lending Service.

1 Department Library. Request AMA materials from the Department Library in the usual manner. When requested materials are not available from the Department Library, they may be obtained by writing directly to AMA as provided in subparagraph 2 below.

2 AMA Library. Request AMA library services by writing directly to the Management Information Service, American Management Association, 1515 Broadway, New York 36, N. Y., and referring in the request to the Department's company membership.

VII DISPOSAL OF AMA PUBLICATIONS AND MATERIALS RECEIVED BY
SUPPLEMENTAL MEMBERS

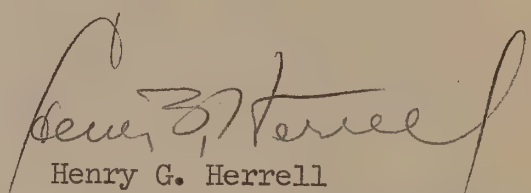
After copies of AMA materials which are received by supplemental members have served their usefulness, they may be routed to the Department Library for general reference use.

VIII ANNOUNCEMENTS OF AMA TRAINING AND PUBLICATIONS

From time to time the Personnel Division will distribute announcements of AMA courses, conferences, and seminars, and of new books, research reports, and other items relating to management.

IX AMA CATALOGS

Current lists of AMA books and periodicals are maintained, and may be reviewed, in the Personnel Division (Employee Development, Health, and Incentives Branch) and in the Department's Library.


Henry G. Herrell
Assistant Administrator for Management

ACTION BY: Administrator's Staff and Division Directors

**Membership in the
American Management Association**

I PURPOSE

This Instruction (1) gives information about the Department's "company" membership in the American Management Association (AMA), and the benefits and services available under that membership; and (2) explains how offices and employees may enroll for supplemental AMS memberships and obtain additional benefits.

II APPLICATION OF THIS INSTRUCTION

This Instruction is distributed only to members of the Administrator's Staff and Division Directors; however, it is applicable to other AMS officials and employees affected. Extra copies are available in the Administrative Services Division, Procedures Branch, for distribution to other offices and employees.

III AMA DIVISIONS OF INTEREST

The purpose of AMA is to improve the management knowledge of its members through reports, publications, and courses of study. AMA divides its interests into *-11-* major divisions, as follows:

Administrative Services	Marketing	
Finance	Packaging	
General Management	Personnel	
Insurance	*-Purchasing-*	*
International Management	Research and Development	
Manufacturing		

IV MEMBERSHIPS IN AMA

A Department's Company Membership. The Department of Agriculture has a company membership in AMA, the benefits and services of which are available to Department personnel in Washington and the field. These benefits and services are explained in Section V A.

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1 Official Enrollments. Offices and employees wishing to be included as supplemental members shall submit applications by memorandum to the Personnel Division, Employee Development Branch. Give title rather than name of the individual to be enrolled.

2 Personal Enrollments. Employees wishing to purchase supplemental memberships from personal funds should apply, in writing, directly to the Membership Manager, American Management Association, *-135 W. 50th Street, New York, N. Y., 10020.-* Indicate that your membership is to be supplementary to the company membership of the United States Department of Agriculture.

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a National Agricultural Library. AMA sends to the Library for use by Department employees:

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(V A 2 a)

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*

b AMA Library. AMA will furnish management information and library service, on a loan basis and free of charge, to any Department employee. This includes books, reports, and other pertinent materials (such as bibliographies) on specific management problems. (See Section VI C 2 for information on how to procure this service.)

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(VI)

C Lending Service.

1 National Agricultural Library. Request AMA materials from the Library in the usual manner. When requested materials are not available from the Library, they may be obtained by writing directly to AMA as provided in subparagraph 2 below.

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SUPPLEMENTAL MEMBERS

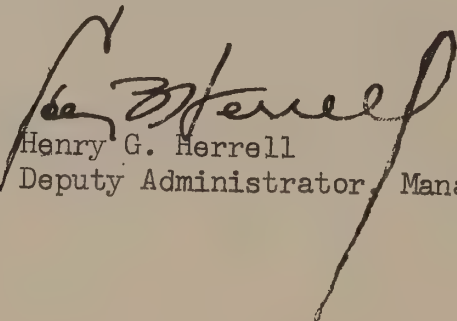
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Current lists of AMA books and periodicals are maintained, and may be reviewed, in the Personnel Division, Employee Development Branch, and in the National Agricultural Library.


Henry G. Herrell
Deputy Administrator, Management

ACTION BY: *Administrator's Staff and Division Directors
Field Offices Authorized To Request Audits and
Investigations From OIG*

Requests for Audit and Investigation Services

I PURPOSE

This Instruction prescribes procedures for requesting audit and investigation services from the Department's Office of the Inspector General.

II GENERAL

The Department's Inspector General has authorized the Regional Inspectors General to assume full responsibility, within their geographic areas, for the conduct of audits and investigations. (Those involving personal conduct as described in AMS Instruction 366-1, Reporting Misconduct of Employees, are included.) The Office of the Inspector General has accordingly requested that agency requests for audits or investigations and related communications be directed (except as indicated in Section IV B) to the Regional Inspector General serving the location or area where the audit or investigation is to be conducted. The addresses of the Regional Inspectors General, their telephone numbers, and the territories they serve are listed in Exhibit A, attached.

III AMS AUTHORITIES

Division Directors are authorized in AMS Instruction 106-2, General Authorization, to request audits and investigations by the Office of the Inspector General, including the Regional Inspectors General. Division Directors may redelegate authority to deal directly with the Regional Inspectors General to officers in charge of area or district offices as explained in Section VII M of that Instruction.

IV DIRECTING REQUESTS FOR AUDITS AND INVESTIGATIONS

A To Regional Inspectors General.

1 Program Cases. Except as explained in B below, Division Directors and other authorized officials shall direct requests for audits or investigations of program cases to the Regional Inspector General who serves the location or area in which the audit or investigation will be conducted. Program cases are those involved in or related to program functions. Where the investigation involves an employee's performance of program functions rather than his conduct as an individual, the investigation is generally treated as a program case. Types of program cases are:

a Cases where:

(1) Known or alleged irregularities and violations of program laws and regulations, or Federal criminal or civil statutes concerning program functions are involved; and

(2) Primary purpose of the investigation will be immediately related to such program functions.

(For reporting acts involving losses to the Commodity Credit Corporation under a Blanket Fidelity Bond, see AMS Instruction 401-2, Bonding Employees Under CCC Blanket Bond. For reporting bribes and forgery of Government checks, see AMS Instruction 360-1.)

b Cases involving licensed personnel or other non-Federal cooperating employees, as distinguished from AMS employees. This refers to persons who do not hold appointments in AMS, or who hold appointments as collaborators without pay but who are licensed or otherwise authorized by AMS to perform services. This also includes field agents who serve AMS with or without pay.

2 Personnel Cases. Personnel offices shall direct requests for investigation of cases concerning personnel matters (conduct, delinquency, etc.) reported to them as prescribed in AMS Instruction 366-1

(IV A 2)

to the Regional Inspector General as required in that Instruction. (Cases that must be directed to the Washington Office of the Inspector General as explained in B below shall be routed, in duplicate, through the Director, Personnel Division.)

B To the Washington Headquarters of the Inspector General.

1 If it is deemed essential, because of sensitivity or for security reasons, certain requests may be directed to the Washington Office of the Inspector General as follows:

a Requests for audits or program investigations shall be sent to the Deputy Assistant Inspector General for Marketing and Consumer Service Programs.

b Requests for investigations of personnel cases shall be sent to the Director, Personnel Division. He will contact the proper Office of the Inspector General.

c Audit or investigatory matters which are highly sensitive may be directed to the personal attention of the Inspector General.

2 Matters which pertain to audits and investigations at foreign sites shall be directed to the Assistant Inspector General, Inspections and Special Projects.

V COPIES OF REQUESTS

A Divisions and offices shall send a copy of each request to a Regional Inspector General for an audit or program investigation to the Deputy Assistant Inspector General for Marketing and Consumer Service Programs. If the request is initiated in the field, the copy shall be sent to that official through the AMS Division Director concerned.

B Personnel offices shall send 2 copies of each request directed to a Regional Inspector General for the investigation of a personnel case to the Director, Personnel Division.

VI ACKNOWLEDGING COMPLAINTS AND SCHEDULING INVESTIGATIONS - OFFICE OF
THE INSPECTOR GENERAL

The Office of the Inspector General has indicated that requests for investigations or special audits will be acknowledged within one week after receipt. Procedures established by that Office include information on the evaluation and handling of complaint information when received from various sources and a prescribed form used by the Office of the Inspector General in notifying Department officials of scheduled investigations. A copy of those procedures is being provided to each Division Director with this Instruction for information.

A handwritten signature in dark ink, appearing to read "S. R. Smith". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

S. R. Smith
Administrator

Attachment

Official Addresses of and Territory Served
by Regional Inspectors General

Address communications to Regional Inspector General, Office of the Inspector General, U. S. Department of Agriculture, and the appropriate address as indicated below.

<u>Region</u> <u>No.</u>	<u>Address and Territory</u>	<u>Telephone No.</u>
1	80 Lafayette Street, Room 1050 New York, N. Y. 10013 (<u>Territory</u> : Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, and Vermont)	REctor 2-8000 Ext. 597
2	Federal Center Building, Room 428A Hyattsville, Md. 20782 (<u>Territory</u> : Delaware, District of Columbia, Maryland, Virginia, West Virginia and areas outside the continental U. S. except those assigned to Regions 3 and 7)	DUDley 8-8763
3	1447 Peachtree Street, N. E., Room 508 Atlanta, Ga. 30309 (<u>Territory</u> : Alabama, Florida, Georgia, Mississippi, North Carolina, South Carolina, Tennessee, Commonwealth of Puerto Rico, and Territory of Virgin Islands)	526-3311 Ext. 5151
4	1607 W. Howard Street Chicago, Ill. 60626 (<u>Territory</u> : Illinois, Indiana, Kentucky, Michigan, Minnesota, and Wisconsin)	ROgers Park 1-6030

AMS INSTRUCTION 128-1
EXHIBIT A

<u>Region No.</u>	<u>Address and Territory</u>	<u>Telephone No.</u>
5	3906 S. General Bruce Drive Temple, Tex. 76501 (Territory: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas)	PRospect 8-3578
6	Office Address: 8930 Ward Parkway Kansas City, Mo. Mailing Address: Post Office Box 205 Kansas City, Mo. 64141 (Territory: Iowa, Kansas, Missouri, Nebraska, North Dakota, and South Dakota)	EMerson 1-0860 Ext. 6324
7	555 Battery Street, Room 509 San Francisco, Calif. 94111 (Territory: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, Wyoming, Territory of Guam, and Trust Territories of the Pacific)	556-4244

ACTION BY: All Divisions and Offices

Objectives and Responsibilities of the
Program Appraisal and Audit Division

I PURPOSE

The purpose of this Instruction is to set forth the objectives of the Program Appraisal and Audit (PAA) Division, its authorities and responsibilities, the scope of its activities, the standards generally to be followed in the performance of its assigned responsibilities, and its relations with other divisions of the Agricultural Marketing Service and other agencies.

II OBJECTIVES

The primary objectives of the PAA Division are to (1) ascertain independently for the Administrator and other levels of management whether the policies and procedures of AMS are adequate and properly adhered to; (2) provide management with systematic and objective appraisals of internal controls, operating procedures and practices; and (3) verify the accuracy and reliability of financial records and reports.

III AUTHORITY AND RESPONSIBILITY

The PAA Division shall render an advisory service to the Administrator, reporting directly to him. The Division shall be completely independent of operating or other staff divisions and shall not perform line or operating functions. The Division is not responsible for developing new AMS organizations, methods, systems, or procedures.

Upon completion of a review, appraisal, or audit, the Division shall discuss its findings, observation, and recommendations with appropriate representatives of the divisions concerned prior to preparation of a formal report. Formal reports shall be submitted to the Administrator, with copies to the appropriate Deputy Administrator and the Assistant

(III)

Administrator for Management and the division or staff office concerned. In subsequent reports, the Division shall state what corrective measures have been instituted in response to its earlier recommendations, and whether the objectives anticipated have been attained.

IV SCOPE OF ACTIVITIES

In accomplishing its objectives, the PAA Division shall engage in, but not necessarily be limited to, the following activities:

A Review and Appraisal of Operations. The Division shall review and appraise operating policies, plans, and procedures of AMS divisions and/or offices to determine adequacy and effectiveness. This includes (1) an appraisal of the extent to which policies, plans, and procedures are effectively distributed, understood, and accepted by officials and employees; (2) whether records maintained are necessary and adequate in meeting the needs of AMS; (3) whether proper internal controls are provided and followed; and (4) identifying and reporting to the Administrator those areas in which it appears that corrective action should be taken.

B Protection of Assets. The Division shall determine whether all assets are properly accounted for and whether adequate controls are established to protect such assets from theft, deterioration, or misuse. The Division shall report, wherever observed, indications of dishonest or fraudulent acts, or the existence of practices which could lead to fraud, dishonesty, or loss to the Government.

C Establishment of Reliability of Accounting and Supporting Data. The Division shall verify the correctness of accounts and make a determination as to whether acceptable accounting principles are followed, confirm the validity of data produced by the regular accounting processes, and review accounting and supporting statistical or operating reports and records for accuracy and usefulness to management. However, the fact that operating activities or reports appear to have no direct accounting or fiscal relationships will not preclude their review by the Division with regard to conformance with pertinent policy, procedures, or usefulness.

D Observation of Inefficiency and Waste. The Division shall report to the appropriate level of management any inefficiency or waste in operations and management of any group within AMS which is observed.

V STANDARDS

In performing its assigned responsibilities, the PAA Division shall:

- A Conduct its appraisals and audits through technically qualified staff members who are familiar with the operations and policies of AMS.
- B Maintain an independent and unbiased viewpoint in order to achieve an objectiveness of results.
- C Obtain sufficient evidential data through observation, inquiry examination, or confirmation to insure reasonable bases for conclusions reached or recommendations made.
- D Adequately plan, schedule, and supervise appraisals and audits to achieve maximum results with a minimum of interference with operations.

VI RELATIONSHIPS WITH OTHER DIVISIONS AND AGENCIES

Conduct of an appraisal or audit by the PAA Division does not in any way relieve other individuals in AMS of responsibilities assigned to them. AMS operating or staff divisions shall assume full responsibility for correction of any adverse conditions cited in a report of the PAA Division. If a report indicates weaknesses in budgetary, fiscal, personnel, or other management controls, it shall be the joint responsibility of the appropriate staff and operating divisions to consider such findings or recommendations and take appropriate action.

In its relationships with other divisions, offices and agencies, the PAA Division shall:

- A Invite the collaboration of AMS officials, cooperating State agencies, the Department of Agriculture staff offices in formulating its schedules of appraisals and audits.
- B Represent (through the Departmental Office of Budget and Finance) the Administrator in the relationships of AMS with the General Accounting Office concerning that Office's comprehensive audit of AMS activities.
- C Render assistance to State agencies in developing and maintaining school lunch audit programs.
- D Render assistance to Market Administrators or Control Committees in the installation of accounting systems and related records.

O. V. Wells
O. V. Wells, Administrator

ACTION BY: All Divisions and Offices

General Accounting Office Comprehensive Audits

I PURPOSE

The purpose of this Instruction is to acquaint Agricultural Marketing Service employees with the comprehensive audit program of the General Accounting Office (GAO), to set forth the policy of AMS with respect to that program, and to prescribe procedures and set forth responsibilities of AMS employees in connection therewith.

II AUTHORITY AND BACKGROUND FOR GAO'S COMPREHENSIVE AUDIT PROGRAM

Secretary's Memorandum No. 1321 sets forth the basic legislative authorities for the programs of the General Accounting Office; and Budget and Finance Memorandum No. 290 adds a summary of the steps generally followed by the GAO in the conduct of its comprehensive audit program. Copies of both these issuances are attached.

Prior to the reorganization of the Department, GAO had initiated its comprehensive audit of some of the programs which have since been assigned to AMS. Since that time the Director of Audits, GAO, has advised that all programs of AMS have been assigned for comprehensive audit to be made at locations where accounts and records are maintained.

III POLICY AND GENERAL RESPONSIBILITIES

It is the policy of AMS to comply with the spirit of Secretary's Memorandum No. 1321 in which the Secretary expressed his desire to cooperate in every way possible with the Comptroller General; therefore, all AMS employees are requested to cooperate with GAO auditors by making available to them all files, accounting records, and other information required in the conduct of their audits or investigations, except as set forth in Section V below.

IV RELATIONSHIPS WITH GAO IN ITS COMPREHENSIVE AUDITS PROGRAM

The Program Appraisal and Audit Division is hereby designated to coordinate for the Administrator in matters relating to the conduct of GAO's comprehensive audit program. This Division shall make arrangements for initial discussions between the GAO representatives and the appropriate officials of AMS divisions and offices, and shall be responsible for seeing that GAO's findings or recommendations are reviewed and evaluated by the division or office whose programs are being audited and appraised.

Any questions that may arise concerning GAO's comprehensive audit program shall be initially directed to the Program Appraisal and Audit Division for appropriate referral, action, or disposition.

V AVAILABILITY OF CLASSIFIED RECORDS TO GAO REPRESENTATIVES

Requests by GAO representatives for records which have been classified for security purposes shall be referred to the AMS security officer who will determine whether the representatives are properly authorized to have access to such records and that security regulations are complied with.

O. V. Wells
O. V. Wells, Administrator

Attachments

UNITED STATES DEPARTMENT OF AGRICULTURE
Office of the Secretary
Washington 25, D. C.

January 27, 1953

MEMORANDUM NO. 1321

Availability of Files and Records to the General Accounting Office

The General Accounting Office is authorized by the Budget and Accounting Act of 1921 (Sec. 312, 31 U.S.C. 53) and the Government Corporation Control Act (Sec. 105, 31 U.S.C. 850) to make audits and investigations of financial and related activities of the Department of Agriculture, and in connection therewith has the right to examine its books and records. The Budget and Accounting Act also provides (Sec. 313, 31 U.S.C. 54) that the Department shall furnish such information regarding its activities and financial transactions as the Comptroller General may require. It is my desire to cooperate in every way possible with the Comptroller General, and in keeping with the intent and spirit of the statutes cited it shall be the policy of the Department of Agriculture to make available to representatives of the General Accounting Office all files, accounting records and other information required in the conduct of audits and investigations, except such records the production of which is specifically prohibited by statute or executive order.

Further restrictions have been placed by the Administrative Regulations of the Department on the general availability of certain records in order to safeguard the public interest. It is not intended, however, that such restrictions shall be applied to the General Accounting Office when such information is necessary and essential to the discharge of its official duties and responsibilities. When material, classified for security purposes, is requested by auditors or investigators, it is incumbent on the agency security officer to assure compliance with security regulations in making any such records available for examination.

If an agency official in any case should consider it advisable to withhold records or reports requested by a General Accounting Office representative, the Department's Director of Finance shall be consulted, or a report thereon shall be made to him. Such reports shall include a description of the records withheld and a statement setting forth the reasons why access thereto has been denied.

/s/ Ezra Taft Benson

Secretary

UNITED STATES DEPARTMENT OF AGRICULTURE
Office of Budget and Finance
Washington 25, D. C.

DISTRIBUTION
Short List

March 17, 1954

BUDGET AND FINANCE MEMORANDUM NO. 290

Comprehensive Audits by the General Accounting Office

1. ASSIGNMENTS AND COVERAGE CHANGED. The Division of Audits, General Accounting Office, has recently made certain changes in its assignments of agencies for comprehensive audit. These changes have been made as a result of the recent reorganization and realignment of functions in this Department and to extend GAO audit coverage to additional Department activities.
2. AUTHORITY AND SCOPE OF AUDITS. This Office has prepared the attached statement in order to help familiarize agency officials with the comprehensive audit program of the General Accounting Office. This statement includes (a) a brief of the legislative authority and the scope of audits, and (b) a summary of the steps generally followed by the General Accounting Office in the conduct of audits.
3. ADDITIONAL INFORMATION. Questions regarding the General Accounting Office comprehensive audit program may be directed to the Division of Accounting and Audit, Extension 4106.

/s/ Joseph C. Wheeler

Director of Finance

Attachment

COMPREHENSIVE AUDITS
BY
THE GENERAL ACCOUNTING OFFICE

AGENCIES UNDER COMPREHENSIVE AUDIT

At the present time all corporations and all but four of the service agencies of the Department are under the comprehensive audit program. These audits are being performed at the site of operations both in Washington and in the field. The Comptroller General has stated that it is the goal of the General Accounting Office to extend the comprehensive audit program to all agencies where practical, and steps are being taken to achieve this goal as soon as possible.

LEGISLATIVE AUTHORITY

The enactment of the Budget and Accounting Act of 1921 created and established the General Accounting Office as the agency of the Congress to audit and settle the public accounts. The Government Corporation Control Act (1945) provided that the financial transactions of the Government Corporations shall be audited at the place or places where the accounts are normally kept, and that these audits shall be conducted in accordance with the principles and procedures applicable to commercial corporate transactions.

The Budgeting and Accounting Procedures Act of 1950 provided that the financial transactions of each executive, legislative, and judicial agency shall be audited by the General Accounting Office. This act provided that such audits may be conducted at the place or places where the accounts and other records are normally kept and that the audits be made in accordance with generally accepted auditing principles and procedures.

SCOPE OF COMPREHENSIVE AUDITS

The comprehensive audit is performed at the site of the agency operations and provides for a study and evaluation of how an agency carries out its financial responsibilities, including compliance with legal requirements, with due consideration given to the effectiveness of agency management and financial controls in determining the extent of detailed examination and verification work to be performed.

Specifically the comprehensive audit by GAO includes:

- a. A review of the laws and pertinent legislative history to ascertain Congressional intent as to the purposes and scope of the activities engaged in by the agency, the manner in which they are to be conducted, and the extent of the agency's authority and responsibility.

- b. A review of the policies established by the agency to determine that they properly conform to the intent of Congress and are designed to carry out authorized activities efficiently.
- c. A review of the procedures, practices, form of organization, system of reporting, as well as other elements of internal control to determine the extent to which they (1) provide controls over expenditures, revenues, and assets, (2) assure the accuracy and reliability of financial data, including the budget statements and supporting data presented to the Bureau of the Budget and Congress, (3) promote operational efficiency, and (4) assure compliance with applicable laws, regulations, and decisions, and adherence to prescribed procedures.
- d. A review and analysis, by activities, of revenues, expenditures, and the utilization of assets, together with all related control processes, in order to provide an overall basis for evaluating the effectiveness with which public funds are applied as well as the reliability and completeness of financial data reported by the agency.
- e. The examination of individual transactions, the confirmation of balances with debtors, creditors, and depositories, and the physical inspection of property, to the extent necessary to provide reasonable assurance that (1) transactions have been consummated in accordance with applicable laws, regulations, and decisions, and have been correctly classified, (2) assets have been properly accounted for, and (3) the control processes of the agency are functioning effectively.
- f. The exploration and full development of all important deficiencies and the presentation of appropriate recommendations for corrective action by the Congress, agency head, or the various control agencies, such as the Bureau of the Budget and the General Services Administration.

The techniques followed by the General Accounting Office in the comprehensive audits of all corporations and agencies are basically the same. The audit programs, of course, are developed to fit specific situations and may be expanded or restricted depending on the extent to which internal controls have been developed, especially internal audit activities.

PERFORMANCE OF A COMPREHENSIVE AUDIT

The following steps are generally followed in the performance of a comprehensive audit:

- a. A letter is sent to the Secretary from the Comptroller General advising him of the assignment of the particular agency in the Department for comprehensive audit. This letter also furnishes instructions providing that beginning with a specified date the accounts, vouchers, contracts, schedules, accounts current, and supporting documents of the assigned agency will be retained at the locations where the related books and records are kept. Any specific instructions concerning the audit will also be included in this letter.
- b. Auditors are then assigned by the GAO and arrangements are made for office space and necessary working tools.
- c. Files and records are to be made available to representatives of the General Accounting Office in accordance with Secretary's Memorandum No. 1321.
- d. The GAO auditors make a preliminary survey to obtain general working information as to the important aspects of the agency under audit. Following this the actual audit operations are started.
- e. The GAO auditors may issue preliminary reports covering deficiencies, weaknesses, or other matters found during the course of the audit which are serious enough to require prompt corrective action by the agency. These preliminary reports are usually in letter form addressed to the head of the agency concerned.
- f. Upon completion of the audit, a draft of the audit report is submitted to the agency and the Office of Budget and Finance for review. This provides the opportunity to present facts, comments, and suggestions prior to preparation of the final report. These comments are generally presented at a meeting attended by representatives of the General Accounting Office, the agency, and the Office of Budget and Finance. The position of the Department with respect to all significant matters included in the report is usually submitted to the General Accounting Office in writing.
- g. The final audit report is submitted to the Congress by the Comptroller General with copies furnished the Department.

ACTION BY: Program Appraisal and Audit Division

Conformance With Nondiscrimination Employment Policy

I PURPOSE

This Instruction assigns responsibilities and prescribes procedures for the Program Appraisal and Audit (PAA) Division in assisting the Deputy Employment Policy Officer of AMS to determine the extent of conformance with the nondiscrimination policy of the Federal Government in the conduct of the personnel program in AMS.

II POLICY AND AUTHORITIES

A The policy of the United States Government as stated in Executive Order 10590, dated January 18, 1955, is that equal opportunity be afforded all qualified persons, consistent with law, for employment in the Federal Government. This policy necessarily excludes and prohibits discrimination against any employee or applicant for Federal employment because of race, color, religion, or national origin. The Executive Order establishes a President's Committee on Government Employment Policy and sets forth its responsibilities. Executive Order 10590 also sets forth the responsibilities of the head of each executive department and agency. In accordance with Section 5 of that Order, the Secretary designated the Administrative Assistant Secretary as the Employment Policy Officer for the Department, and the head of each agency as a Deputy Employment Policy Officer. The Administrator of AMS named the Assistant Administrator for Management as Alternate Deputy Employment Policy Officer.

B The Department's established policy concerning fair employment and procedures for adjudication of complaints and grievances based on alleged discrimination in personnel practices on the grounds of race, color, religion, or national origin, are contained in Chapter 46, Title 8, of the Administrative Regulations. The Department also has published similar information in its Employee Handbook (Handbook No. 23, Revised December 1954).

(II)

C AMS has informed its officials and employees of the Department's nondiscrimination policy and procedures through AMS Instruction No. 340-4, Nondiscrimination Employment Policy, and by distribution of the Employee Handbook referred to above.

III RESPONSIBILITY OF THE PAA DIVISION

The Administrative Assistant Secretary stated in a memorandum dated October 12, 1955, that Department agencies should utilize their internal audit and investigative staffs in determining the extent of conformance with the non-discrimination policy prescribed by the President's Committee on Government Employment Policy. In AMS, responsibility to so assist the Deputy Employment Policy Officer is herewith assigned to the PAA Division.

IV COVERAGE

A review to determine conformance with nondiscrimination employment policy will be included in any regular PAA Division examination of an AMS activity or office, including offices of Administrators of Milk Marketing Orders. When specifically directed by the Deputy Employment Policy Officer of AMS, PAA Division reviews will extend to examinations of State or local cooperating agencies; or boards, committees, or offices administering marketing orders or agreements for commodities other than milk.

V SCOPE OF EXAMINATION

In making regular examinations of AMS activities or offices, the PAA Division will secure information as to:

A Whether procedures are in effect to insure that all employees are informed of the provisions of Executive Order 10590, and that copies of the Employee Handbook are available to all employees.

B How new employees are informed of the nondiscrimination policy and related procedures.

C Whether employee bulletin boards contain information specifying where the Department's fair employment practices and appeals regulations may be inspected or secured.

D Whether employees are informed of the names and addresses of the Department Employment Policy Officer and the Deputy Employment Policy Officer of AMS, and the procedure for adjudicating complaints or allegations of discrimination.

(V)

E Whether discussions of the nondiscrimination program are covered in the agenda of supervisory or executive development training courses if the office examined conducts such courses. If so, secure copies of such agenda.

F Whether complaints or allegations, oral or written, have come to the attention of the official in charge of the office. If so, how were they disposed of? Was a report concerning each written complaint sent to the Deputy Employment Policy Officer?

G Whether a check of the list of schools, organizations, and publicity media contacted in connection with recruiting of applicants discloses that qualified individuals, regardless of race, color, religion, or national origin, may reasonably be expected to learn of employment opportunities in the office examined and in AMS.

H Whether, in connection with the nondiscrimination program, any appraisals of personnel action patterns have been made. If so, what were the results of such appraisals?

VI REPORTS AND FOLLOW-UP

A Reports.

1 Content. PAA Division reports on nonconformance with non-discrimination employment policy or practices will contain any significant information which is disclosed by the examination or review, but will not present recommendations. Such reports will be prepared separately from regular reports made by the PAA Division in reviewing AMS activities or offices.

2 Distribution. The Washington office of the PAA Division will distribute copies of the report as follows:

- a Original to the Deputy Employment Policy Officer,
- b One copy to the Director of the Personnel Division, and
- c One copy to the director of the concerned division or staff office.

(VI)

B Follow-up. In subsequent examinations of a concerned office, the PAA Division will inquire as to the actions resulting from its prior examinations, and will report thereon as outlined in paragraph A above.

VII RELATION TO OTHER DEPARTMENT ACTIVITIES CONCERNED WITH NONDISCRIMINATION EMPLOYMENT POLICY

Reviews conducted and reports submitted by the PAA Division are not a substitute for any other plans or procedures developed to assist the Deputy Employment Policy Officer of AMS in carrying out the nondiscrimination employment policy, but are supplemental thereto.

O. V. Wells

O. V. Wells
Administrator

ACTION BY: All Divisions and Offices

Investigatory Services

I PURPOSE

The purpose of this Instruction is to (1) set forth the responsibilities of the Program Appraisal and Audit (PAA) Division for conducting investigations, (2) prescribe procedures to be followed in initiating requests for investigatory services, and (3) assign related responsibilities.

II RESPONSIBILITY FOR CONDUCTING INVESTIGATIONS

A On July 1, 1954, the Program Appraisal and Audit Division will assume responsibility for conducting accounting and general investigations of alleged or apparent violations and irregularities such as (1) criminal and civil fraud against AMS; (2) contractual commitments by or with AMS; (3) program and regulatory violations; (4) malfeasance, misfeasance, and nonfeasance on the part of AMS employees, licensees, and other non-Federal cooperating personnel; (5) degree of compliance with applicable law, order, regulations, contracts or programs; or (6) detection of violations or irregularities in any given program.

B *-Responsibilities for conducting investigations of alleged or apparent violations and irregularities in those programs conducted jointly by the Commodity Stabilization Service and AMS are contained in the attached Exhibit B, Clarification Supplement to Memorandum of Agreement on Reimbursement Between Commodity Stabilization Service and Agricultural Marketing Service, Fiscal Year 1955.-*

III INITIATION OF REQUESTS FOR INVESTIGATORY SERVICES

Requests for investigatory services shall be initiated as follows:

A Washington. Directors of concerned divisions and staff offices shall initiate requests for investigatory services and address such requests

(III A)

to the Director of the PAA Division. 1/ The written request should adequately identify the nature of the allegation, the specific objectives of the requested investigation, and indicate the appropriation or fund affected. Necessary additional information may be furnished through discussion with designated PAA staff.

B Field. AMS field personnel may request investigatory services directly of a PAA Division area office serving their area. 1/ Oral requests should be confirmed in writing, stating the nature of the allegation, the specific objectives of the requested investigation, and indicate the appropriation or fund affected. The PAA Division area office will acknowledge the request by memorandum, sending one copy to the requesting AMS field office, one copy to the concerned AMS division director, and one copy to the PAA Division Director. The location of PAA Division area offices to which field initiated requests may be addressed, and the area served by each office, are as follows:

<u>Location and Address</u>	<u>Area Served</u>
Chief, PAA Area Office, AMS, USDA 50 - Seventh Street, N. E. Atlanta 5, Georgia Telephone: Elgin 3311	Virginia, North Carolina, South Carolina, Georgia, Florida, Kentucky, Tennessee, Alabama, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas, Colorado, New Mexico, Puerto Rico, and Virgin Islands
Chief, PAA Area Office, AMS, USDA U. S. Appellate Court Building 1212 North Lake Shore Drive Chicago 10, Illinois Telephone: Webster 9-7000	Ohio, Indiana, Michigan, Wisconsin, Illinois, Missouri, Iowa, Minnesota, North Dakota, South Dakota, and Nebraska
Supervisory Auditor PAA Division Office, AMS, USDA 139 Centre Street New York 13, New York Telephone: Rector 2-3100	Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, West Virginia, Maryland and Delaware
Chief, PAA Area Office, AMS, USDA 630 Sansome Street San Francisco, California Telephone: Yukon 6-3111	Washington, Oregon, California, Montana, Idaho, Wyoming, Nevada, Utah, Arizona, Alaska, and Hawaii

IV PRIORITY IN HANDLING REQUESTS

The availability of PAA investigatory staff time must necessarily be considered in scheduling requests for such services. In the event requests

1/ Requests for investigations of misconduct involving AMS employees shall be referred to the appropriate personnel office in accordance with AMS Instruction No. 348-2. The PAA Division will conduct investigations of such cases upon assignment from the personnel office.

DISTRIBUTION OF INVESTIGATION REPORTS, AND RELATED ADMINISTRATIVE ACTION

AMS INSTRUCTION NO. 141-1
EXHIBIT A

TYPE OF CASE	LOCATION OF RESPONSIBILITY	DISTRIBUTION OF REPORT		RELATED ACTION	
		SENT TO	NO. COPIES	WHERE COURT ACTION IS NOT INDICATED	STEPS WHERE COURT ACTION IS INDICATED
I. Personnel Cases A. Federal Employees 1. Cases initiated by Personnel Division	Director, Personnel Division	a. Operating Division	1	Operating Division collaborates with Personnel Division; direct action by division or office prohibited.	Director, Personnel Division, submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance, and Office of Solicitor, USDA, of financial liability.
	Director, Area Administrative Division	b. Personnel Division	5	Personnel Director collaborates with operating division or staff office to determine disciplinary action where case falls within scope of delegated authority. In other cases, including those involving possibility of fiscal irregularities, submits 1 copy (2 if veteran) of report to Office of Personnel, USDA, with recommendations for personnel action. If fiscal aspects are involved, submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	
		a. Operating Division	1	Operating division collaborates with Area Administrative Division; direct action prohibited.	
		b. Area Administrative Division	6	Director, Area Administrative Division, on recommendation of Chief, Personnel Branch, determines disciplinary action where case falls within scope of delegated authority. For other cases, including those involving possibility of fiscal irregularities, 5 copies of report are forwarded to Director, Personnel Division, AMS, Washington, with recommendations. Further processing is the same as for cases initiated by the Personnel Division.	
B. Federal licensees and other cooperating non-Federal employees.	Director, Operating Division	Operating Division	5	Director takes appropriate action. If fiscal aspects are involved, submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance, and Office of Solicitor, USDA, and other offices concerned of financial liability.
II. Direct Distribution and School lunch cases, including those involving USDA agreements with States. *- (See Sec. II B of AMS Inst. 141.1) -*	Director, Food Distribution Division	Food Distribution Division	4	Director takes appropriate action. If fiscal aspects are involved <u>1/</u> , submits 3 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. Budget and Finance Division *- (or Fiscal Division, CSS, <u>1/</u>) -* notifies Director of Finance, and Office of Solicitor, USDA, and other offices concerned of financial liability
III. Section 32; Export and Diversion. *- (See II B of AMS Inst. 141.1.) -*	Director, Operating Division	Operating Division	4	Director takes appropriate action *- If fiscal aspects are involved, submits 3 copies of report to Fiscal Division, CSS, for determination of financial liability and notification of offices concerned. -*	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. *- Fiscal Division, CSS, -* notifies Director of Finance, and Office of Solicitor, USDA, and other offices concerned of financial liability.
IV. Marketing Agreements and Order cases.	Director, Operating Division	Operating Division	4	Director takes appropriate action.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action.
V. Inspection and Grading cases.	Director, Operating Division	Operating Division	4	Director takes appropriate action.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action.
VI. Contracts (including those under Sec. 205 of the Agricultural Marketing Act).	Director, Operating Division	Operating Division	4	Director of Division exercising primary responsibility regarding the contract takes appropriate action.	Director of Division having primary responsibility submits 3 copies of report to Office of Solicitor, USDA, with recommendations.
VII. Payments to States; projects on a matching fund basis.	Director, Operating Division	Operating Division	4	Director of Division exercising primary responsibility regarding the contract takes appropriate action.	Director of Division having primary responsibility submits 3 copies of report to Office of Solicitor, USDA, with recommendations.

- 1/ If fiscal aspects are involved in an investigation report which aspects grow out of failures of vendors, transportation companies, packagers or others failing to meet contract specifications, which failures are not discovered until the commodities are in the distribution channels (even though title may have passed), 3 copies of the report will be referred to the Fiscal Division of CSS (rather than the Budget and Finance Division of AMS) for necessary claims determinations. -

9/23/54

Amendment No. 2
Clarification Supplement
to

MEMORANDUM OF AGREEMENT ON REIMBURSEMENT BETWEEN
COMMODITY STABILIZATION SERVICE AND AGRICULTURAL MARKETING SERVICE
FISCAL YEAR 1955

It is the intent of the Commodity Stabilization Service (CSS) and the Agricultural Marketing Service (AMS) to clarify the responsibilities of their respective investigative staffs on the programs in which both agencies participate as follows:

- I The CSS will be responsible for investigative activities in those programs where the CSS is conducting procurement operations under delegation from AMS (such as the current program on dairy products).
- II The AMS will be responsible for investigative activities in those programs where AMS is conducting procurement, export, and diversion operations (such as the current programs being conducted by the AMS Fruit and Vegetable Division).
- III The AMS will investigate irregularities arising after the commodities have been delivered to the AMS Food Distribution Division or its designees.
- IV The CSS will perform those investigations pertaining to Section 416 programs, except that AMS will investigate those irregularities arising in the distributive phases (as noted in III above).
- V CSS and AMS will each conduct investigations involving misconduct or irregularities of their respective employees. A personnel complaint arising anywhere should be referred to the Service concerned, and when an investigation by either agency develops information indicating misconduct or irregularities of the other Service, that Service should be promptly consulted as to its wishes in the matter.
- VI The representatives of each agency will have access to the records of the other agency for purposes of investigation.
- VII When new programs are developed which do not conform to the general pattern established herein for investigational work, questions will be resolved insofar as practicable in the program plans and directives issued by AMS.

Walter C. Berger
Associate Administrator, Commodity Stabilization Service

Lawrence E. Sterner
Acting Administrator, Agricultural Marketing Service

September 2, 1954

ACTION BY: All Divisions and Offices

Investigatory Services

I PURPOSE

The purpose of this Instruction is to (1) set forth the responsibilities of the Program Appraisal and Audit (PAA) Division for conducting investigations, (2) prescribe procedures to be followed in initiating requests for investigatory services, and (3) assign related responsibilities.

II RESPONSIBILITY FOR CONDUCTING INVESTIGATIONS

On July 1, 1954, the Program Appraisal and Audit Division will assume responsibility for conducting accounting and general investigations of alleged or apparent violations and irregularities such as (1) criminal and civil fraud against AMS; (2) contractual commitments by or with AMS; (3) program and regulatory violations; (4) malfeasance, misfeasance, and nonfeasance on the part of AMS employees, licensees, and other non-Federal cooperating personnel; (5) degree of compliance with applicable law, order, regulations, contracts or programs; or (6) detection of violations or irregularities in any given program.

III INITIATION OF REQUESTS FOR INVESTIGATORY SERVICES

Requests for investigatory services shall be initiated as follows:

A Washington. Directors of concerned divisions and staff offices shall initiate requests for investigatory services and address such requests to the Director of the PAA Division. ^{1/} The written request should adequately identify the nature of the allegation, the specific objectives of the requested investigation, and indicate the appropriation or fund affected. Necessary additional information may be furnished through discussion with designated PAA staff.

^{1/} Requests for investigations of misconduct involving AMS employees shall be referred to the appropriate personnel office in accordance with AMS Instruction No. 348-2. The PAA Division will conduct investigations of such cases upon assignment from the personnel office.

(III)

B Field. AMS field personnel may request investigatory services directly of a PAA Division area office serving their area. ^{1/} Oral requests should be confirmed in writing, stating the nature of the allegation, the specific objectives of the requested investigation, and indicate the appropriation or fund affected. The PAA Division area office will acknowledge the request by memorandum, sending one copy to the requesting AMS field office, one copy to the concerned AMS division director, and one copy to the PAA Division Director. The location of PAA Division area offices to which field initiated requests may be addressed, and the area served by each office, are as follows:

<u>Location and Address</u>	<u>Area Served</u>
Chief, PAA Area Office, AMS, USDA 50 - Seventh Street, N. E. Atlanta 5, Georgia Telephone: Elgin 3311	Virginia, North Carolina, South Carolina, Georgia, Florida, Kentucky, Tennessee, Alabama, Mississippi, Arkansas, Louisiana, Texas, Oklahoma, Kansas, Colorado, New Mexico, Puerto Rico, and Virgin Islands
Chief, PAA Area Office, AMS, USDA U. S. Appellate Court Building 1212 North Lake Shore Drive Chicago 10, Illinois Telephone: Webster 9-7000	Ohio, Indiana, Michigan, Wisconsin, Illinois, Missouri, Iowa, Minnesota, North Dakota, South Dakota, and Nebraska
Supervisory Auditor PAA Division Office, AMS, USDA 139 Centre Street New York 13, New York Telephone: Rector 2-3100	Maine, Vermont, New Hampshire, Massachusetts, Connecticut, Rhode Island, New York, New Jersey, Pennsylvania, West Virginia, Maryland, and Delaware
Chief, PAA Area Office, AMS, USDA 630 Sansome Street San Francisco, California Telephone: Yukon 6-3111	Washington, Oregon, California, Montana, Idaho, Wyoming, Nevada, Utah, Arizona, Alaska, and Hawaii

IV PRIORITY IN HANDLING REQUESTS

The availability of PAA investigatory staff time must necessarily be considered in scheduling requests for such services. In the event requests

(IV)

cannot be scheduled for completion within time limits desired by the initiating divisions or staff offices, the PAA Division will consult with concerned division directors, or the appropriate Deputy Administrator and the Assistant Administrator for Management to establish the relative priorities of the requests.

V PREPARATION AND DISTRIBUTION OF REPORTS

A Investigation Reports. After the PAA Division has completed its investigation, that Division will prepare a report and will distribute copies in accordance with the pattern outlined in Exhibit A attached to this Instruction. Reports relating to both program matters and those involving personnel will be distributed to program and personnel officials.

B Transmittals Without Report. The PAA Division will also furnish a copy of the covering transmittal of the report to the appropriate Deputy Administrator for all areas under his jurisdiction, and a copy to the Assistant Administrator for Management.

VI RESPONSIBILITY FOR ADMINISTRATIVE ACTION

A Definitions.

1 Administrative Action. As used in this Instruction, "administrative action" is defined as the determining of (a) the remedy or punitive action to be taken against the subject or to protect the Government, (b) the amount of claim or financial liability, and (c) whether the case will be referred to the Office of the Solicitor for legal action.

2 Responsible Official. In general, the director (or his designee) of the division or staff office involved in the investigation shall be primarily responsible for appropriate administrative action in connection with findings presented in the investigation report. Such officials are referred to in this Instruction as "responsible officials." Any such official who has a personal interest in the outcome of a case shall disqualify himself. In such instances, administrative action will be taken at the next higher administrative level.

B Action To Be Taken. Any official responsible for determinations referred to in paragraph A1 above shall effectuate such determinations to the extent of his authority. Related action to be taken is set forth in Exhibit A. Additional responsibilities are as follows:

(VI B)

1 When the responsible official is advised through the Office of the Solicitor, USDA, that the Attorney General has referred a case to the U. S. District Attorney, the responsible official shall transmit two copies of such advice to the PAA Division.

2 The responsible official should obtain advice and recommendations from any other officials who have a related interest in, or knowledge of, the case. Also, if the responsible official considers that other operating divisions or staff offices should be informed regarding a case, he shall be responsible for distributing copies of the investigation report to such offices with due regard to the confidential nature of the reports (see Section VII below).

VII CONFIDENTIAL NATURE OF REPORTS

Responsible officials should constantly keep in mind that investigation reports are administratively confidential and must not be made available to unauthorized persons. Caution must be exercised to avoid divulging information which would reveal sources or jeopardize further action. Division officials responsible for administrative decision or action in connection with investigation reports should maintain case files in their immediate offices. Incidental records or files in other offices should be kept to a minimum.

VIII PROGRESS DATA

Officials responsible for administrative action shall have as their objective the completion of such action within 60 days after receipt of an investigation report. The PAA Division shall maintain followups and inform the appropriate Deputy Administrator and the Assistant Administrator for Management of instances in which action is delayed beyond 60 days without satisfactory explanation. The responsible official will provide the PAA Division promptly on issuance of action recommendations, related correspondence, or other documentation. If administrative action is accomplished without formal documentation, a memorandum summarizing such action should be submitted promptly to the PAA Division.

The PAA Division shall keep the Administrator currently informed of developments in significant cases under investigation. That Division shall also prepare periodically for the Administrator a summarization of investigatory activities, including administrative or other final disposition of cases, etc.

B. V. Wells
O. V. Wells, Administrator

Attachment

DISTRIBUTION OF INVESTIGATION REPORTS, AND RELATED ADMINISTRATIVE ACTION

TYPE OF CASE	LOCATION OF RESPONSIBILITY	DISTRIBUTION OF REPORT		RELATED ACTION	
		SENT TO	NO. COPIES	WHERE COURT ACTION IS NOT INDICATED	ADDITIONAL STEPS WHERE COURT ACTION IS INDICATED
I. Personnel Cases A. Federal Employees 1. Cases initiated by Personnel Division	Director, Personnel Division	a. Operating Division	1	Operating Division collaborates with Personnel Division; direct action by division or office prohibited.	
		b. Personnel Division	5	Personnel Director collaborates with operating division or staff office to determine disciplinary action where case falls within scope of delegated authority. In other cases, including those involving possibility of fiscal irregularities, submits 1 copy (2 if veteran) of report to Office of Personnel, USDA, with recommendations for personnel action. If fiscal aspects are involved, submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director, Personnel Division, submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance, and Office of Solicitor, USDA, of financial liability.
	Director, Area Administrative Division	a. Operating Division	1	Operating division collaborates with Area Administrative Division; direct action prohibited.	
		b. Area Administrative Division	6	Director, Area Administrative Division, on recommendation of Chief, Personnel Branch, determines disciplinary action where case falls within scope of delegated authority. For other cases, including those involving possibility of fiscal irregularities, 5 copies of report are forwarded to Director, Personnel Division, AMS, Washington, with recommendations. Further processing is the same as for cases initiated by the Personnel Division.	Director Personnel Division submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action.
B. Federal licensees and other cooperating non-Federal employees.	Director, Operating Division	Operating Division	5	Director takes appropriate action. If fiscal aspects are involved, submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance, and Office of Solicitor, USDA, and other offices concerned of financial liability.
II. Direct Distribution and School lunch cases, including those involving USDA agreements with States.	Director, Food Distribution Division	Food Distribution Division	5	Director takes appropriate action. If fiscal aspects are involved, submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance, and Office of Solicitor, USDA, and other offices concerned of financial liability.
III. Section 32; Export and Diversion.	Director, Operating Division	Operating Division	5	Director takes appropriate action If fiscal aspects are involved, submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance, and Office of Solicitor, USDA, and other offices concerned of financial liability.
IV. Marketing Agreements and Order cases.	Director, Operating Division	Operating Division	4	Director takes appropriate action.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action.
V. Inspection and Grading cases.	Director, Operating Division	Operating Division	4	Director takes appropriate action.	Director submits 3 copies of report to Office of Solicitor, USDA, with recommendations for appropriate action.
VI. Contracts (including those under Sec. 205 of the Agricultural Marketing Act).	Director, Operating Division	Operating Division	5	Director of Division exercising primary responsibility regarding the contract takes appropriate action.	Director of Division having primary responsibility submits 3 copies of report to Office of Solicitor, USDA, with recommendations.
VII. Payments to States; projects on a matching fund basis.	Director, Operating Division	Operating Division	5	Director of Division exercising primary responsibility regarding the contract takes appropriate action.	Director of Division having primary responsibility submits 3 copies of report to Office of Solicitor, USDA, with recommendations.

ACTION BY: All Divisions and Offices

Investigatory Services

I PURPOSE

The purpose of this Instruction is to (1) set forth the responsibilities of the Program Appraisal and Audit (PAA) Division for conducting investigations, (2) set forth the responsibilities of AMS divisions and offices for requesting investigations, (3) assign related responsibilities, and (4) prescribe procedures to be followed in initiating requests for investigatory services.

II CANCELLATION

This Instruction cancels and supersedes AMS Instruction No. 141-1, Investigatory Services. Specific parts revised are not indicated because of the general nature of the revision.

III RESPONSIBILITIES

A Conducting Investigations.

1 The PAA Division is responsible, insofar as AMS program activities are concerned, for (a) conducting investigationz of alleged or apparent irregularities under applicable regulations, program provisions, and/or Federal statutes (both civil and criminal), (b) detecting violations and irregularities; and (c) determining the degree of compliance with applicable law, orders, regulations, contracts, and programs.

2 Pursuant to Secretary's Memorandum No. 1381 (attached), the PAA Division is responsible for investigation of the personnel as well as the program aspects of program cases having such a dual nature, where the primary emphasis and purpose of the investigation is immediately related to program operations. Cases of a purely personal type are investigated through personnel channels as provided in AMS Instruction No. 360-1, Reporting Misconduct of Employees - Information on Disciplinary Measures.

(III A)

3 The PAA Division is responsible for all investigations (including those of a purely personal or personal conduct nature) of licensed personnel or other non-Federal cooperating employees as distinguished from AMS employees.

B Requesting Investigations. Divisions and staff offices are responsible for referring to the PAA Division for investigation (1) cases of alleged or apparent violations of and irregularities in AMS programs and activities by employees^{1/}, particularly where any circumstance suggests violation of Federal criminal statutes or the penal provisions of regulatory laws, and (2) all cases, including those of a purely personal conduct nature, involving licensed personnel or other non-Federal cooperating employees.

IV DETERMINATION OF PROGRAM CASES

A Delineation between program cases (investigations instantly involved in or immediately related to program activities), and personnel cases (investigations involving personal conduct of employees) shall be in accordance with the following interpretation: Generally, where the investigation involves an employee's performance of program functions and responsibilities rather than his conduct as an individual, the investigation will be conducted by the PAA Division.

B The category "program cases" as used above includes investigations of known or alleged irregularities and violations of program laws and regulations or Federal criminal or civil statutes concerning program operations on the part of contractors, vendors, processors, producers, cooperating agencies, borrowers, employees, and others.^{1/} Examples of such program irregularities or violations are:

- 1 Submission of false claims.
- 2 False and fraudulent statements.

^{1/} "Program cases" do not include irregularities by employees involving such situations as (1) false claims on travel vouchers, (2) false statements on application forms or other personnel documents, (3) violations of the Hatch Act, or (4) other irregularities which are not directly related to program activities.

(IV B)

- 3 Conspiracy to defraud.
- 4 Forging or altering official documents (e.g., inspection certificates or other program documents).
- 5 Theft or conversion of commodities or other Government property.
- 6 Misappropriation or embezzlement of Government moneys.
- 7 Breach of contracts.
- 8 Negligence of warehousemen, carriers, contractors, etc.
- 9 Malfeasance, misfeasance, and nonfeasance on the part of employees in connection with the performance of their program responsibilities, including improper sampling, grading, inspection, classing, etc., practices (i.e., those practices prohibited by P. L. 272). (See Exhibit A.)
- 10 Misuse of Government-owned or leased facilities.
- 11 Diversion of Federally donated or school-lunch commodities.
- 12 Violation of any Federal criminal statute except those within exclusive jurisdiction of another department (e.g., bribery - FBI, Department of Justice).

V INITIATION OF REQUESTS FOR INVESTIGATORY SERVICES

Requests for investigatory services shall be initiated as follows:

A Washington. Directors of divisions and staff offices concerned shall initiate requests for investigatory services and shall address requests for such services which are within the purview of the PAA Division to the Director of that Division.^{2/} The written request shall adequately

^{2/} Requests for investigations of misconduct not directly related to program activities, which involve AMS employees, shall be referred to the appropriate personnel office in accordance with AMS Instruction No. 360-1.

(V A)

identify the nature of the allegation, the specific objectives of the requested investigation, and the appropriation or fund affected. Necessary additional information may be furnished through discussion with designated PAA staff.^{3/}

B Field.

1 AMS field personnel may request investigatory services directly of a PAA Division area office serving the area.^{2/} Oral requests shall be confirmed in writing, stating the nature of the allegation, the specific objectives of the requested investigation, and the appropriation or fund affected.

2 The PAA Division area office shall acknowledge the request by memorandum, sending one copy to the requesting field office, one copy to the division director concerned, and one copy to the PAA Division Director.^{3/} The locations of PAA Division area offices to which field-initiated requests may be addressed, and the area served by each office, are as follows:

<u>Location and Address</u>	<u>Area Served</u>
Chief, PAA Area Office, AMS, USDA 258 Peachtree-Seventh Bldg. Atlanta 23, Georgia Telephone: Elgin 3311	Alabama, Arkansas, Florida, Georgia, Kansas, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, Puerto Rico, and Virgin Islands
Chief, PAA Area Office, AMS, USDA 343 So. Dearborn St., Fisher Bldg. Chicago 1, Illinois Telephone: Harrison 7-7523, Ext. 542	Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin

-
- 2/ Requests for investigations of misconduct not directly related to program activities, which involve AMS employees, shall be referred to the appropriate personnel office in accordance with AMS Instruction No. 360-1.
- 3/ Washington and area offices of the PAA Division shall promptly notify the appropriate personnel office of requests for investigation which involve irregularities on the part of AMS employees.

(V B 2)

<u>Location and Address</u>	<u>Area Served</u>
Supervisory Auditor PAA Division Office, AMS, USDA 139 Centre St. New York 13, New York Telephone: Recto 2-3100, Ext. 142	Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and West Virginia
Chief, PAA Area Office, AMS, USDA 630 Sansome St. San Francisco 11, California Telephone: Yukon 6-3111	Arizona, California, Colorado, Idaho, Montana, Nevada, Oregon, Utah, Wash- ington, Wyoming, Alaska, and Hawaii

VI PRIORITY IN HANDLING REQUESTS

The availability of PAA investigatory staff time must necessarily be considered in scheduling requests for such services. In the event requests cannot be scheduled for completion within time limits desired by the initiating divisions or staff offices, the PAA Division shall consult with division directors concerned, or the appropriate Deputy Administrator and the Assistant Administrator for Management, to establish the relative priorities of the requests.

VII PREPARATION AND DISTRIBUTION OF REPORTS

A Investigation Reports. After the PAA Division has completed its investigation, that Division shall prepare a report and distribute copies in accordance with the pattern outlined in Exhibit B, attached to this Instruction. Reports relating to both program and personnel matters shall be distributed to program and personnel officials.

B Transmittals Without Reports. The PAA Division shall also furnish a copy of the covering transmittal of the report to the appropriate Deputy Administrator for all areas under his jurisdiction, and a copy to the Assistant Administrator for Management.

VIII ADMINISTRATIVE ACTION FOR PROGRAM IRREGULARITIES

A Responsible Official. In general, the director of the division or head of the staff office involved in an investigation shall be primarily

(VIII A)

responsible for appropriate administrative action in connection with the investigative disclosures pertaining to program irregularities.^{4/} This individual is referred to herein as the "responsible official." Any responsible official who has a personal interest in the outcome of a case shall be disqualified. In such an instance, administrative action shall be taken at the next higher administrative level.

B Action To Be Taken. In each case the responsible official shall:

- 1 Take appropriate remedial or punitive action within his authority;
- 2 In accordance with Exhibit B, refer the case to the Budget and Finance Division for determination of claim and financial liability, and/or to the Office of the General Counsel for legal consideration;
- 3 Obtain advice and recommendations from any other officials having a related interest in or knowledge of the case; and
- 4 If he considers that other operating divisions or staff offices should be informed regarding a case, distribute copies of the investigation report to such divisions or offices with due regard to the confidential nature of the reports. (See Section IX.)

IX CONFIDENTIAL NATURE OF REPORTS

Responsible officials should constantly keep in mind that investigation reports are administratively confidential and must not be made available to unauthorized persons. Caution must be exercised to avoid divulging information which would reveal sources or jeopardize further action. Division officials responsible for administrative decision or action in connection with investigation reports should maintain case files in their division offices. Incidental records or files in other offices should be kept to a minimum.

^{4/} Disciplinary or other actions required for the personnel phase of any case shall be taken by the Personnel Division of AMS or the USDA Office of Personnel, as appropriate.

X PROGRESS DATA

A Officials responsible for administrative action shall have as their objective the completion of such action within 60 days after receipt of an investigation report. The PAA Division shall maintain follow-ups and inform the appropriate Deputy Administrator and the Assistant Administrator for Management of instances in which action is delayed beyond 60 days without satisfactory explanation. The responsible official shall provide the PAA Division, promptly on issuance, with copies of action recommendations, related correspondence, or other documentation. If administrative action is accomplished without formal documentation, a memorandum summarizing such action shall be submitted promptly to the PAA Division.

B The PAA Division shall keep the Office of the Administrator currently informed of developments in significant cases under investigation. That Division shall also prepare periodically for the Administrator a summarization of investigatory activities, including administrative or other final disposition of cases, etc.

Oris V. Wells

Oris V. Wells
Administrator

Attachments

UNITED STATES DEPARTMENT OF AGRICULTURE
Office of the Secretary
Washington 25, D. C.

June 1, 1955

MEMORANDUM NO. 1381

Transfer of Functions Relating to the Conduct of
Personnel Investigations

Pursuant to the authority vested in the Secretary of Agriculture by Section 161, Revised Statutes, (5 U.S.C. 22) and Reorganization Plan No. 2, 1953, functions relating to the conduct of personnel investigations are hereby transferred, effective July 1, 1955, from the respective agencies of the Department where such work is presently being performed to the Office of the Secretary to be performed under the direction of the Director of Personnel.

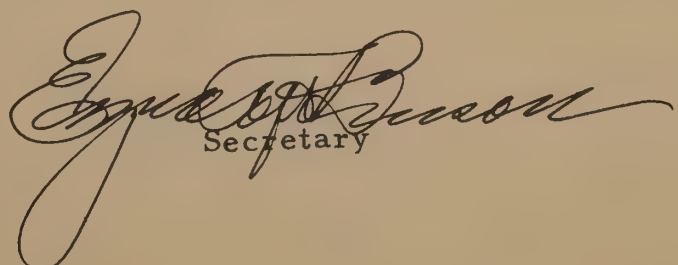
All employees now performing the functions affected by this memorandum shall continue to perform such functions and to exercise in connection therewith existing delegations until directed otherwise pursuant to the authority of this memorandum.

The personnel, property, records, funds, and functions to be transferred by this memorandum shall be agreed upon by the respective agency heads and the Director of Personnel and approved by the Administrative Assistant Secretary.

The Director of Personnel shall have general responsibility for investigations in the Department relating directly to the misconduct, acts of impropriety, or other alleged wrongdoing on the part of employees. In those agencies which have established adequate, independent and continuing activities for the internal audit, appraisal, and determination of compliance, of all of the agencies' program and administrative operations and responsibilities, the agency staffs will continue to investigate the personnel aspects of any case where the primary emphasis and purpose of the investigation is immediately related to program operations.

The agencies of the Department shall continue to evaluate the investigative reports, and take such disciplinary actions under their delegated authority as they think advisable or make their recommendations for such actions to the Director of Personnel.

The provisions of this memorandum do not apply to security investigations under Executive Order 10450.


Secretary

Public Law 272 - 84th Congress
Chapter 632 - 1st Session
S. 1757

AN ACT

All 69 Stat. 553.

To amend the Act known as the "Agricultural Marketing Act of 1946", approved August 14, 1946.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That subsection (h) of section 203 of the Agricultural Marketing Act of 1946 (7 U. S. C. 1622 (h)) is hereby amended by adding at the end thereof the following new sentence: "Whoever knowingly shall falsely make, issue, alter, forge, or counterfeit any official certificate, memorandum, mark, or other identification, or device for making such mark or identification, with respect to inspection, class, grade, quality, size, quantity, or condition, issued or authorized under this section or knowingly cause or procure, or aid, assist in, or be a party to, such false making, issuing, altering, forging, or counterfeiting, or whoever knowingly shall possess, without promptly notifying the Secretary of Agriculture or his representative, utter, publish, or use as true, or cause to be uttered, published, or used as true, any such falsely made, altered, forged, or counterfeited official certificate, memorandum, mark, identification, or device, or whoever knowingly represents that an agricultural product has been officially inspected or graded (by an authorized inspector or grader) under the authority of this section when such commodity has in fact not been so graded or inspected shall be fined not more than \$1,000 or imprisoned not more than one year, or both." Inspection certifications. 60 Stat. 1088.

SEC. 2. The farm produce inspection clause contained in various appropriation Acts (7 U. S. C. 414) and the second, third, and fourth sentences of section 1 of the Produce Agency Act of March 3, 1927 (7 44 Stat. 1355. U.S.C. 492) are hereby repealed.

Approved August 9, 1955.

DISTRIBUTION OF INVESTIGATION REPORTS, AND RELATED ADMINISTRATIVE ACTION

TYPE OF CASE	DISTRIBUTION OF REPORT		RESPONSIBLE OFFICIAL	RELATED ACTION	
	SENT TO	NO. COPIES		WHERE COURT ACTION IS NOT INDICATED	STEPS WHERE COURT ACTION IS INDICATED
I. Direct distribution and school lunch cases, including those involving USDA agreements with States.	Food Distribution Division	4	Director, Food Distribution Division	Director takes appropriate action. If fiscal aspects are involved <u>1/</u> , Director submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director submits 3 copies of report to Office of General Counsel, USDA, with recommendations for appropriate action. Budget and Finance Division (or Fiscal Division, CSS, <u>1/</u>) notifies Director of Finance; Office of General Counsel, USDA; and other offices concerned of financial liability.
II. Section 32; Export and Diversion.	Operating Division	4	Director, Operating Division	Director takes appropriate action. If fiscal aspects are involved, for programs (except potato diversion for the 1955 crop) commencing on or after July 1, 1955, Director submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned. <u>2/</u>	Director submits 3 copies of report to Office of General Counsel, USDA with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance; Office of General Counsel, USDA; and other offices concerned of financial liability. <u>2/</u>
III. Marketing agreements and order cases.	Operating Division	4	Director, Operating Division	Director takes appropriate action.	Director submits 3 copies of report to Office of General Counsel, USDA, with recommendations for appropriate action.
IV. Inspection and grading cases.	Operating Division	4	Director, Operating Division	Director takes appropriate action.	Director submits 3 copies of report to Office of General Counsel, USDA, with recommendations for appropriate action.
V. Contracts (including those under Sec. 205 of the Agricultural Marketing Act).	Operating Division	4	Director, Operating Division	Director of Division exercising primary responsibility regarding the contract takes appropriate action. If fiscal aspects are involved, Director submits 2 copies of report to Budget and Finance Division, AMS which determines financial liability and notifies offices concerned.	Director of Division having primary responsibility submits 3 copies of report to Office of General Counsel, USDA, with recommendations. Budget and Finance Division notifies Director of Finance; Office of General Counsel, USDA, and other offices concerned of financial liability.
VI. Payments to States; projects on a matching fund basis.	Operating Division	4	Director, Operating Division	Director of Division exercising primary responsibility regarding the contract takes appropriate action. If fiscal aspects are involved, Director submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director of Division having primary responsibility submits 3 copies of report to Office of General Counsel, USDA, with recommendations. Budget and Finance Division notifies Director of Finance; Office of General Counsel, USDA; and other offices concerned of financial liability.
VII. Irregularities involving Federal licensed personnel and other cooperating non-Federal employees.	Operating Division	5	Director, Operating Division	Director takes appropriate action. If fiscal aspects are involved, Director submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	Director submits 3 copies of report to Office of General Counsel, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance; Office of General Counsel, USDA; and other offices concerned of financial liability.

When one of the above types of cases includes a personnel phase involving irregularities by AMS employees, additional report distribution to be made and action to be taken shall be as follows:

VIII. Irregularities involving AMS employees.	a. Operating Division	1	Director, Personnel Division	Operating Division collaborates with Personnel Division; direct action by division or office prohibited.	Director, Personnel Division, submits 3 copies of report to Office of General Counsel, USDA, with recommendations for appropriate action. Budget and Finance Division notifies Director of Finance, and Office of General Counsel, USDA, of financial liability.
	b. Personnel Division	5		Director of Personnel Division collaborates with operating division or staff office to determine disciplinary action where case falls within scope of delegated authority. In other cases, including those involving possibility of fiscal irregularities, submits 1 copy (2 if veteran) of report to Office of Personnel, USDA, with recommendations for personnel action. If fiscal aspects are involved, submits 2 copies of report to Budget and Finance Division, AMS, which determines financial liability and notifies offices concerned.	

1/ If fiscal aspects of purchase and direct distribution programs are involved in an investigation report, which aspects grow out of failures of vendors, transportation companies, packagers or others failing to meet contract specifications, which failures are not discovered until the commodities are in the distribution channels (even though title may have passed), 3 copies of the report will be referred to the Fiscal Division of CSS (rather than the Budget and Finance Division of AMS) for necessary claims determinations.

2/ If fiscal aspects are involved for (1) programs commencing prior to July 1, 1955, or (2) potato diversion program for 1955 crop, Director submits 3 copies of report to Fiscal Division, CSS, for determination of financial liability and notification of offices concerned.

ACTION BY: All Divisions

Checking Economic Data and Analyses
Before Public Release

I PURPOSE AND APPLICABILITY

This Instruction sets forth responsibilities and procedures for insuring the accuracy of economic, program, and research data and analyses used in speeches by AMS personnel, and in materials prepared in AMS primarily for release through the press, radio, and television. The Instruction does not in any way affect the procedures in the Department's Regulations for review and clearance of publications, or responsibilities stated in AMS Instruction 161-1, Submitting Manuscripts for Publication.

II GENERAL

A Secretary's Memorandum places responsibility for the accuracy in the use and interpretation of economic, program, and research data and analyses used in speeches or in materials prepared for release through the press, radio, or television on the agency preparing the speeches or other materials. This responsibility includes adequate review and clearance.

III RESPONSIBILITIES OF AMS DIVISIONS

Divisions preparing speeches or materials for release through the press, radio, or television shall:

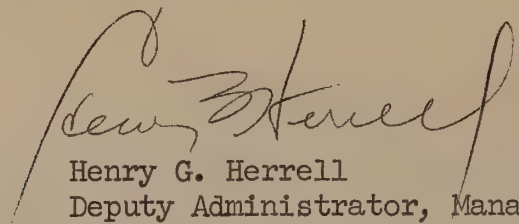
A Submit the material for checking for accuracy as provided in Section IV below, and

B Indicate that such check has been made before submitting it to the Marketing Information Division for clearance.

AMS INSTRUCTION 160-1

IV CHECKING REQUIREMENTS

Materials requiring checking, and the divisions and agencies to which such materials should be sent for checking, are listed in Exhibit A, attached.



Henry G. Herrell
Deputy Administrator, Management

Attachment

Materials To Be Checked and Where To Submit

- | | | |
|---|-----|--|
| 1 Data on program operations or on new programs | [] | ➔ Submit to responsible AMS division or USDA agency. ^{1/} |
| 2 Data derived from research studies | [] | ➔ Submit to AMS division or USDA agency that did the research. ^{1/} |
| 3 Basic economic data & analyses, regardless of originating agency, including: | [] | |
| a Published statistics on: | | |
| Farm income | | |
| Farm costs | | |
| Acreage & yield of crops | | |
| Production, utilization, supply of crops, livestock & livestock products | | |
| Consumption of farm products | | |
| Prices for farm products at all marketing levels | | |
| Prices paid by farmers | | |
| Economic projections | | |
| Farm population, employment, & levels of living | | |
| Foreign trade in agricultural products | | |
| Foreign agriculture | | |
| Agricultural marketing costs & charges | | |
| Farm real estate | | |
| Farm assets & debts | | |
| Farm taxes & insurance | | |
| Farm cooperatives | | |
| Nonfarm economy from outside USDA, such as Bureau of Census, Federal Reserve Board, & Bureau of Labor Statistics | | |
| b Statements & data on the outlook & situation | | |
| c Economic analyses & interpretations based on published data | | |
| d Analyses & data on effects of current or proposed programs on farm income, prices, supplies, utilization or other income factors. | | |

➔ Submit to:

Statistical Services Section
Farm Income Branch
Economic and Statistical
Analysis Division
Economic Research Service^{2/}

- 1/ The Marketing Information Division will obtain additional clearance when required.
- 2/ The Economic Research Service has responsibility for referral to the originating agency if additional verification is necessary.

ACTION BY: All Divisions and Offices

Arrangements for Conferences

I PURPOSE AND SCOPE

This Instruction provides information on services available in making arrangements for conferences. (Washington divisions and offices should refer to AMS Instruction 280-1 for information on reserving conference rooms in the Agricultural buildings in Washington, D. C.)

II IMPORTANCE OF ADEQUATE ARRANGEMENTS

A AMS personnel hold many meetings each year, most of them of the "work conference" type. It is important that we pool our know-how within the agency to make these conferences as productive as possible. A good conference, where each conferee has an opportunity to participate and contribute, involves techniques and skills of those planning as well as those conducting it. These techniques and skills can be shared within the agency to the profit of all.

B The success or failure of a conference is dependent to a great extent upon whether the physical arrangements and facilities are adequate. Conference rooms that are too small, too long, or otherwise unsuitable (e.g., low ceilings, inadequate ventilation or lighting, etc.) can so detract that regardless of how well planned otherwise, the conference leaves much to be desired.

III SERVICES AVAILABLE

A General. Among the services provided to program and staff divisions by the Administrative Services (AS) and the Area Administrative (AA) Divisions is that of assisting in arrangements for the facilities for conferences.

(III A)

1 Divisions shall have their field offices make arrangements locally, wherever this is feasible, to avoid unnecessary travel and other costs by the AA Divisions. But the AA Divisions are very helpful in working (by telephone and otherwise) with local offices in making necessary arrangements to assure that important details are not overlooked.

2 Where divisions do not have local offices in the general area where meetings are planned, or for other special reasons they desire handling by the AA Divisions, they shall notify the AA Divisions as soon as possible to permit them to coordinate this special-purpose travel with other planned travel and work. In any case, the information contained in this Instruction will materially assist in making our meetings most useful.

B Nature of Services. Services available may include arranging for lodging, assistance in designing agenda and in making identification cards, and obtaining films and needed equipment. Such services do not include furnishing a representative to operate equipment, set up meeting rooms, and similar chores.

IV OBTAINING SERVICES

To obtain services, divisions or offices shall:

A For conferences in Washington contact the AS Division, Office of the Director.

B For conferences in the field contact the AA Division, AS Branch.

V INFORMATION TO BE FURNISHED

When requesting assistance in arranging for a conference, furnish complete information on the conference requirements to the AS or AA Division to enable that Division to make adequate and appropriate arrangements. The questions in Section VI are provided as a "check list" to aid employees who are responsible for arranging for conferences

(V)

in (1) determining their requirements, and (2) developing information to be furnished to the AS or AA Division. Even if no assistance from the AS or AA Division is required, such employees will find the listing helpful in "thinking through" the problems facing them.

VI REVIEW OF REQUIREMENTS

A General Requirements.

- 1 What is the general purpose of the meeting?
- 2 Where will the meeting be held, including considerations such as the following:
 - a Must the meeting be held near specific offices?
 - b Is a central in-town location desired, or would a more remote location be preferable?
 - c Are parking facilities needed? Is convenience to transportation a factor?
- 3 What are the inclusive dates of the meeting, including actual hours for opening and closing (so check-in and check-out arrangements may be made as required)?
- 4 How many full-time participants will attend the meeting?
- 5 How many part-time participants will attend the meeting, and when will they be present?
- 6 Will a banquet room be needed, and, if one is needed, when will it be required, and how many people must be accommodated?

B Conference Room Requirements.

- 1 What is the maximum number of conferees to be accommodated in the main conference room?

(VI B)

2 In addition to the main conference room, how many smaller meeting rooms are required for concurrent sessions? How many conferees must each room accommodate?

3 If conference rooms will be needed during evening hours, specify time requirements.

4 Will moving-picture equipment or projection equipment be used, and, if so, will it be used in the main conference room, in the smaller meeting rooms, or both?

5 What are the specialized requirements, such as special seating arrangements, need for individual writing tables, conference tables, stands for movie or projection equipment, and the like?

6 Are identification signs for conference rooms needed?

7 Are name cards and table-identification cards needed?

C Lodging Requirements.

1 When conferences are planned in motels, hotels, or lodges, lodging reservations should be made as a part of the overall arrangements for the conferences. A guarantee on room reservations usually will lead to obtaining the use of conference facilities without cost or at least at reduced rates, unless the number of conferees is very small. (When conferees stay at the place where the conference is held, it is usual trade practice to provide free conference rooms without any additional cost.)

2 Inform the AS or AA Division as to the approximate number of single rooms and double rooms expected to be needed. As soon as the AS or AA Division confirms the availability of reservations, furnish that Division a listing showing for each conferee:

a Name;

b Type of accommodation - single or double, and, if double, name of the person to be paired with; and

(VI C 2)

c Check-in and check-out time.

D Equipment Requirements. What is the need for equipment such as the following. (Some may be available from the AS or AA Divisions; rentals when necessary will be charged to the requesting office.)

Blackboard (or chalkboard)	Portable lectern
Easel	Portable public address system
Extension cords, 12' or 25'	Portable screen
Flannel and clips	Slide projector, with extra bulb
Movie projector, with extra bulb	Stop watch or timer
Opaque projector, with extra bulb	Strip film projector, with turntable and sound system
Pointer	Tape recorder, with conference mike and tapes
	Overhead projector, with extra bulb

E Supply Requirements.^{1/} What is the need for supplies, such as:

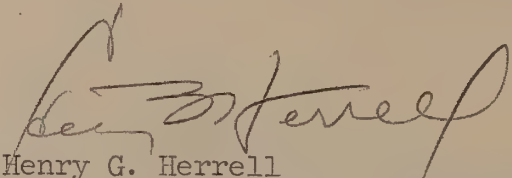
Ballpoint pens	Erasers
Blotter	Glue
Carbon paper	Gummed paper
Cards, 3" x 5"	Hammer
Chalk, white and assorted colors	Instruction and discussion materials
Cheesecloth	Magic markers, assorted colors
Chalk eraser	Masking tape
Dictionary	Name cards
Envelopes, small and large sizes	Name lapel holders

^{1/} The division or office sponsoring the meeting is responsible for obtaining these or other supplies.

(VI E)

Notebooks
Pads, ruled
Paper, chart (for easel)
Paper clips
Pencils, china marking
Pencils, regular and
assorted colors
Pencil sharpener and clamp
Pliers
Portfolio folders
Punch, 3-hole
Rubber bands
Rubber cement
Rule, folding, 6'

Scotch tape
Screwdriver
Shears
Sponge
Sponge cup
Staple removers
Staplers
Staples
Stationery (letterheads, tissue,
speed-memos)
String
Thumbtacks
Transparency paper, plain (for
overhead projector)



Henry G. Herrell
Deputy Administrator, Management

ACTION BY: All Divisions

Cooperative Documents

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E	Form AMS-106, Reimbursement or Advance of Funds Agreement Between Federal Agencies
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H	Sample of renewal of cooperative document
I	Form AMS-15, Confirmation of Agreement

ACTION BY: All Divisions

Cooperative Documents

I PURPOSE AND SCOPE

This Instruction (1) states the policy of the Agricultural Marketing Service in regard to negotiating cooperative documents, (2) delegates authority to sign such documents, and (3) outlines the administrative procedures for preparing and processing cooperative documents under the rules and regulations of the Department of Agriculture. This Instruction does not include National School Lunch Act agreements; Special Milk Program agreements; agreements executed under authority of Section 32 of Public Law 320, 74th Congress; or agreements executed under a direct distribution program. (Procedures governing agreements in which there is no cooperation, such as training agreements or agreements for the detail of employees on a reimbursable basis are contained in other AMS Instructions.)

II DEFINITION

A cooperative document is a written plan outlining the provisions of a cooperative endeavor. The cooperation may be between two or more parties who are mutually interested in the aims and benefits of a project, even though there may be a difference in the scope of that interest.

III POLICY

Pursuant to legal authorities available to AMS and in view of the inter-relationships between the responsibilities and objectives of the Department, other public and private agencies, and others in the field of agriculture, it is the policy of AMS to:

A Continue and strengthen cooperation with public and private agencies, and others, in the furtherance of agricultural programs of mutual benefit and interest; and

(III)

B Develop appropriate cooperative documents covering the understandings arrived at for such cooperation.

IV DOCUMENTATION OF COOPERATION

A Types of Cooperative Documents. A cooperative document, as used in AMS, may consist of any of the types described below, depending on the activity involved. Changes in cooperative documents may be made by revision or amendment.

1 Cooperative Agreement. A cooperative agreement provides for a specific payment of funds by one party to the other, or for the collection of fees, or for both. In addition, either party may furnish or make available to the other such items as personal services, property, equipment, supplies, etc.

2 Memorandum of Understanding. Under a memorandum of understanding, each party to the understanding carries out its responsibility within its own sphere of authority and resources. While there is mutuality of aims and benefits, a memorandum of understanding is principally distinguished from a cooperative agreement in that each party handles and directs its own activities, including the expenditure of its own funds. There is no provision for the payment or reimbursement of funds by one cooperator to the other. A memorandum of understanding is not, therefore, a fiscal document used as a basis for obligating funds.

3 Basic Memorandum of Agreement for Research. The basic memorandum of agreement for research is used with the State Agricultural Experiment Stations in establishing the mutual interests of the parties conducting research in marketing. The basic agreement sets forth the general principles of cooperation and provides for supplements to cover one or more program projects. These supplements may or may not authorize a payment of funds.

4 Reimbursement or Advance of Funds Agreement. A reimbursement or advance of funds agreement provides for the procurement of materials, supplies, equipment, work, or services of any kind (a) that another Federal agency may be in position to supply or equipped to render, or (b) that AMS may be in position to supply or equipped to render for another Federal agency.

(IV A 4)

a Reimbursement Agreement. A reimbursement agreement is used when payment is to be made after the material or services have been received. This type of agreement shall be used unless lack of funds or other factors make it imperative to have an advance of funds.

b Advance of Funds Agreement. An advance of funds agreement is used when an advance of funds is made before material or services are furnished. (This type of agreement is rarely used in AMS.)

B Supplementary Documentation Under Cooperative Documents. If the cooperative document states that determination in regard to any condition is to be made by mutual agreement, such agreement shall be in writing and shall make reference to the original document.

1 Correspondence. A copy of any mutually arrived at understanding, or correspondence relating thereto (except the salary determination form referred to in 2 below), which affects the terms of the agreement, shall be forwarded to the Administrative Services (AS) Division. That Division shall be responsible for sending copies to other management divisions concerned. The Request for Personnel Action (SF-52) for each cooperative employee shall identify by subject and number the cooperative document under which he is employed.

2 Form AMS-181. If the salary of a cooperative employee is mutually determined by AMS and the cooperator, his position is not subject to the Classification Act and is referred to as nonallocated cooperatively controlled (NACC). The mutual determination of salary shall be documented on Form AMS-181, Salary Determination, or other similar form,^{1/} unless the salary is stated in the cooperative document itself. This is true whether AMS pays all or only a portion of the salary.

^{1/} If a division form is used for making a salary determination, the division should so inform the personnel office.

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a Form AMS-181 shall be prepared (1) when a new position is established and an employee is first appointed thereto; and (2) whenever his salary is increased or decreased, either by AMS or the cooperator, or by both. In the event an employee leaves such NACC position and another employee replaces him without change in salary, Form AMS-181 is not required.

b One copy of Form AMS-181 shall be forwarded to the personnel office with the SF-52 requesting personnel action, one copy given to the cooperator, and one copy sent to the AS Division.

c If the salary of a cooperative employee is determined unilaterally by AMS, his position is administratively classified to a GS grade. In such cases Form AMS-181 is not required in support of SF-52.

V RESPONSIBILITY OF THE AS DIVISION

The AS Division is responsible for coordinating, reviewing, and approving the documentation of the cooperative work of AMS in accordance with program requirements, pertinent laws and regulations, and AMS policy. This responsibility includes (1) aid in preparation; (2) clearance; (3) numbering, as required; and (4) making the necessary distribution of the documents.

VI DELEGATION OF AUTHORITY TO SIGN COOPERATIVE DOCUMENTS

Basic memorandums of agreement for research and matched-fund agreements are signed by the Administrator. The authority to sign other cooperative documents, including supplements, amendments, renewals, and terminations of such documents, is delegated as outlined below. (Confirmations of cooperative documents may be signed by a designated employee of the AS Division.)

A Marketing research cooperative documents shall be signed by the Deputy Administrator, Marketing Research.

(VI)

B Marketing service cooperative documents shall be signed by the Deputy Administrator, Marketing Services.

C Regulatory programs cooperative documents shall be signed by the Deputy Administrator, Regulatory Programs.

D Reimbursement and advance of funds agreements shall be signed by the appropriate Deputy Administrator.

E Correspondence documenting mutual agreement on administrative details (including the salary determination form prescribed in Section IV B 2 above) may be signed by the designated leaders of the cooperative project or their authorized representatives.

VII NUMBERING OF COOPERATIVE DOCUMENTS

A The AS Division shall number all cooperative documents negotiated in AMS using the following symbols:

12-25-020- for cooperative agreements, and basic memorandums of agreement for research

12-25-010- for reimbursement and advance of funds agreements

12-25-MU- for memorandums of understanding

B The serial numbers of the cooperative documents will be affixed to the symbols. Revisions of and amendments to cooperative documents will carry the symbols and numbers of the applicable documents, and in addition will be numbered consecutively under each document so revised or amended. Supplements to basic memorandums of agreement for research will also be numbered consecutively under the original symbols and numbers.

VIII CONDITIONS TO BE INCLUDED IN COOPERATIVE DOCUMENTS

There are certain conditions and standard paragraphs which shall be included in cooperative documents, depending upon the type of document, the cooperation, and the work to be done. Some of these conditions are required by the acts under which AMS is cooperating, and others cover fixed legal requirements and general policies of the Department. The conditions outlined below are not intended to be inclusive of all conditions

(VIII)

that might arise, nor would all of them necessarily be included in any one cooperative document. Standard paragraphs for the member of Congress, nondiscrimination, and patent clauses are also given below for use when required.

A General Conditions.

1 Conditions of Employment Covering Any Persons Employed as a Result of a Cooperative Endeavor. In order that the application of the employee benefits, classification, leave, and retirement acts to persons who perform work as a result of a cooperative endeavor may be determined, the cooperative document shall:

a Include information to answer the following questions:

(1) Are the persons employees of AMS, employees of the cooperating agency, or joint employees of AMS and the cooperating agency?

(2) If the employees are to hold appointments with compensation in AMS,

(a) Does AMS have full determination of the compensation to be paid the employees? If not, what rates of compensation have been agreed upon between AMS and the cooperating agency?

(b) Does the cooperating agency pay any part of the compensation directly to the employees?

(c) Are the hours of work and the duties of the employees supervised and directed (1) by AMS, (2) by the cooperating agency, or (3) jointly by AMS and the cooperating agency? If the hours of work and/or duties are jointly supervised and directed by AMS and the cooperating agency, what is the extent of the supervision and direction furnished by AMS?

(VIII A 1 a (2))

(d) Does the cooperating agency participate in or have any control over the selection of the employees, and if so, to what extent?

(3) If the employees hold appointments without compensation in AMS,

(a) Are the hours of work and the duties of the employees supervised and directed (1) by AMS, (2) by the cooperating agency, or (3) jointly by AMS and the cooperating agency?

(b) Does the cooperating agency participate in or have any control over the selection of the employees, and if so, to what extent?

b If employees who (1) hold appointments in AMS (with or without compensation) and (2) are wholly supervised by AMS or jointly supervised by AMS and the cooperating agency are not to be covered by the Federal retirement act and/or the Federal leave act, include a statement to that effect and a statement as to what retirement or leave provisions, if any, will apply. (Such employees may not be excluded from retirement and leave coverage unless approval has been received from the Personnel Division for the exclusion. Requests for approval must contain sufficient administrative justification based on a showing that furtherance of the cooperative program necessitates the surrender of the Federal retirement or leave benefits to which these employees would otherwise be entitled.)

2 Financial Arrangements. Include provisions, as applicable to the type of document, to indicate:

a What financial contributions will be made by each cooperating agency.

b How financial contributions will be handled--whether by reimbursement or advance payment from one cooperating agency to the other, or by payment of expenses incident to the work.

(VIII A 2)

c Which cooperating agency will be responsible for collecting fees or funds; and the use, disposition upon termination of agreement, and methods of accounting for such fees or funds.

3 Administrative Services Arrangements. Include provisions, as applicable, for:

a Establishing ownership and responsibility for maintenance of equipment, if any, and disposition of equipment upon termination of the agreement.

b Furnishing of space, utilities, miscellaneous supplies, etc.

c Ownership, use, and disposition of commodities, if any.

4 Personal Benefits. Following is the wording of the standard Member of Congress clause:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit."

5 Nondiscrimination Clause. The nondiscrimination clause is included in cooperative agreements of a contractual nature where payment of funds to cooperator is more than \$10,000. Even though funds are paid to the cooperator, if the nature of the undertaking on the part of the cooperator is not specific, a contractual obligation may not be present. Each agreement must be developed individually. The AS Division shall collaborate with the subject-matter divisions and the Office of the General Counsel to determine the applicability of this provision to the different types of cooperative documents. If the provision is applicable, the wording of the standard nondiscrimination clause may be obtained from the AS Division for insertion in the agreement.

(VIII A)

6 Duration of the Document. Specify period of time the agreement will remain in effect, and include provisions, as applicable, for continuing or terminating the agreement. The duration depends upon whether the work is financed by Trust funds or by appropriated funds. Where Trust funds are involved, the duration may be definite or indefinite. Where appropriated funds are involved, the duration is limited to one fiscal year with provision for renewal or confirmation for succeeding years. (The duration of memorandums of understanding may be definite or indefinite.)

B Additional Conditions. Certain other conditions shall be included in the cooperative document in addition to those enumerated in paragraph A above, depending upon the type of document. These conditions are as follows:

1 Marketing Research Cooperative Documents. Marketing research cooperative documents shall include provisions, as applicable, for:

a Publishing results of the work; and

b Making patentable results, if any, of the work performed under the terms of the agreement available to the public (patent clause). If a patent clause is applicable, the agreement should contain the wording of one of the two types of standard patent clauses developed by the Department. These clauses are as follows:

(1) Individual or Commercial Concern.

"Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator, shall be fully disclosed, either by publication or by patenting in the United States, and any such patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America, in the discretion of said Department, and the said Department shall have an option to acquire the foreign patent rights in the invention for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to

(VIII B 1 b (1))

seek a patent in such country within six months after the filing of an application for a United States patent on the invention. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator of an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture, or the cooperator, respectively."

(2) Public Organization.

"Any invention resulting from this cooperative work and made jointly by an employee or employees of the United States Department of Agriculture and the cooperator or an employee or employees of the cooperator shall be fully disclosed, either by publication or by patenting in the United States, and any such United States patent shall either be dedicated to the free use of the people in the territory of the United States or be assigned to the United States of America or be assigned to the cooperator, as may be mutually agreed upon by the parties hereto, provided, that in the event of assignment to the cooperator nonexclusive, royalty-free licenses shall be issued by the cooperator to any and all applicants technically competent to make use of the patent. The United States Department of Agriculture shall have an option to acquire the foreign patent rights in the invention on which an application for a United States patent is filed, for any particular foreign country, said option to expire in the event that the Government fails to cause an application to be filed in any such country on behalf of the Government or determines not to seek a patent in such country within six months after the filing of the application for a United States patent on the invention. Any invention made independently by an employee or employees of the United States Department of Agriculture or by the cooperator or an employee or employees of the cooperator shall be disposed of in accordance with the policy of the United States Department of Agriculture or the cooperator, respectively."

2 Marketing Service Cooperative Agreements. Marketing service cooperative agreements which contemplate an advance of funds from the Department to the cooperator or from the cooperator to the Department shall include

(VIII B 2)

a provision for reimbursement to the party who advances the funds (recapture clause). In addition to this requirement, marketing service agreements shall include, as applicable, the provisions indicated below:

a Inspection and Grading Agreements. All inspection and grading agreements shall include provisions for the disposition of fees for the duration of cooperation and upon termination of the agreements, and for audit of Trust funds by State (including commercial audit firms) or Federal agencies if applicable to the provisions of the agreements.

b Market News Agreements.

(1) Market news agreements shall include provisions for circularization of mailing lists at least annually.

(2) Market news agreements shall also include provisions for the use of postage and fees paid materials for mailing Federal-State reports if the use of such materials is authorized. (Reports so mailed must be signed by a Federal employee. If an employee of the cooperator is designated to sign such reports, he shall be given a cooperative Federal appointment as collaborator without compensation, and this arrangement shall be stated in the agreement.)

IX PREPARATION AND PROCESSING OF COOPERATIVE DOCUMENTS

A Cooperative Agreements, Memorandums of Understanding, Reimbursement of Advance of Funds Agreements, and Amendments Thereto.

1 Preparation.

a Responsibility for Preparation.

(1) When the subject matter of the work to be done is solely within one program division, that division shall prepare the cooperative document, including any revision of or amendment to an existing document.

(IX A 1 a (1))

The AS Division is available for consultation and assistance and, when necessary, that division shall consult with other management divisions concerned.

(2) When the subject matter covers work of more than one program division, the AS Division (in collaboration with other management and program divisions concerned) shall coordinate information for and prepare the cooperative document, including any revision of or amendment to an existing document.

b Format and Contents.

(1) Cooperative Agreements and Memorandums of Understanding. It is not practical to attempt to outline in detail or to provide samples of every type of cooperative document. However, exhibits are attached to illustrate the format and the subdivisions which are generally included in marketing research cooperative agreements (Exhibit A), and marketing services (inspection and grading, and market news) cooperative agreements (Exhibit B). Exhibit C is a sample of an amendment to a cooperative agreement. Exhibit D illustrates the format and the subdivisions generally included in memorandums of understanding. General conditions and standard paragraphs as outlined in Section VIII above shall be included as applicable to each type of document, the cooperation, and the work to be done.

(2) Reimbursement or Advance of Funds Agreements. Preparing divisions shall use Form AMS-106, Reimbursement or Advance of Funds Agreement Between Federal Agencies, for both reimbursement and advance of funds agreements, checking the type of agreement in the space provided on the form. Exhibit E is a sample of a reimbursement agreement.

(IX A 1 b)

(3) Other Cooperative Documents. Formats for cooperative documents approved for use by a specific division or staff office, such as agreements for Federal inspection of tobacco, memorandums of understanding for cooperative activities under seed laws, matched-fund agreements, or agreements covering travel and subsistence expenses are not included as exhibits. Divisions desiring information on the format or content of such documents may contact the AS Division.

c Project. Most cooperative documents negotiated by AMS fall within the scope of a work project, or a work project and line project. (Some agreements may not fall within one project because of the work or service performed.) The specific numbers of the projects (both work, and line if any) should be indicated in the upper left corner of the first page of the agreement. If the work is to be done under a new project, refer to AMS Instruction 119-1, Line Projects, for information on line project proposals; and refer to AMS Instruction 119-2, Financial and Work Projects, for information on work project proposals.

2 Clearances. Form AMS-180, Request for Clearance of Cooperative Document, is to be used to obtain clearances of cooperative documents, both within the initiating division and within AMS. A copy of this form, filled out to show method of requesting clearances, is attached as Exhibit F.

a The program division shall:

(1) Prepare an original and four copies of Form AMS-180 and obtain (on the original only) any necessary internal division clearances by means of signatures in the spaces provided on the form; and

(IX A 2 a)

(2) Forward the cooperative document to be cleared in original and seven copies to the AS Division, together with the original and four copies of Form AMS-180. If there is more than one cooperating party, or if the cooperative document requires the approval of an official of the Federal Extension Service or the Cooperative State Experiment Station Service, add an extra copy of the cooperative document for each additional cooperator and signatory.

b The AS Division shall review the document and discuss any changes or corrections which might be required with the initiating program division, returning the document, if necessary, to the program division for corrections and resubmission. When the document is in order, the AS Division shall:

(1) Obtain clearances within AMS, as required, by forwarding a copy of the cooperative document and a copy of Form AMS-180 requesting clearance to the:

(a) Budget and Finance (BF) Division, AMS - for review and clearance with relationship to the budgeted work program and financial arrangements.

(b) Appropriate Deputy Administrator for program review.

(c) Personnel Division, if necessary - for review of personnel arrangements.

(d) Marketing Information Division, if necessary - for review of publication phases.

(e) Internal Audit Division, if necessary - for review of audit provisions.

(2) Obtain Department clearances (except as indicated in subparagraph c below), as required.

(IX A 2 b)

(3) Coordinate any suggestions received from AMS and Department offices, contacting the applicable program division on any changes.

(4) Return the original and two copies, with a copy for each additional cooperator if more than one, of the cleared cooperative document to the program division, retaining all other copies of the document in a pending file.

c The BF Division shall obtain necessary clearance from the Department's Office of Budget and Finance of reimbursement and advance of funds agreements and agreements requiring establishment of Trust funds.

3 Completion.

a Signature and Numbering.

(1) Upon receipt of the cleared cooperative document from the AS Division, the program division shall:

(a) Transmit the original and two copies of the document to the cooperator with the request that they be signed and returned.^{2/} (If more than one cooperator is involved, include a copy for each.)

(b) After signature by the cooperator(s), submit all signed copies to the AS Division.

^{2/} Where State regulations require signature after the Federal signature, or where it is necessary to expedite signature, documents may be signed first by AMS.

(IX A 3 a)

(2) The AS Division shall:

(a) Have the document signed for AMS, securing signatures of other agencies of the Department of Agriculture, as required.

(b) Assign a number, as required, and conform all copies to the original.

(c) Return a signed copy for each cooperator and two conformed copies to the program division.

b Distribution.

(1) Upon receipt of the signed and conformed copies from the AS Division, the program division shall:

(a) Send a signed copy to the cooperator(s).

(b) Retain the conformed copies for division needs.

(2) The AS Division shall:

(a) Forward a signed copy of cooperative documents except memorandums of understanding to the BF Division. (The BF Division shall maintain a central agency file of signed cooperative agreements for fiscal review.)

(b) Transmit a conformed copy of cooperative documents to the appropriate AA Division.

(c) File a signed copy and one conformed copy. (The signed copy, with copies of Form AMS-180 on which clearances are indicated, will constitute the agency file for AMS. The conformed copy will be loaned upon request.)

(IX)

B Basic Memorandums of Agreement for Research and Their Supplements. The AS Division has prepared basic memorandums of agreement for research with the State Agricultural Experiment Stations based on prior master memorandums existing in AMS. Copies of the agreements may be obtained as needed from the AS Division. These basic agreements provide for supplements which the program division shall prepare, clear, and complete according to instructions outlined in paragraph A above for cooperative documents. (See Exhibit G for format of supplements to basic memorandums of agreement for research.)

C Renewals. A renewal of a cooperative document extends the duration of the cooperation for another fiscal year. In April each year the AS Division shall send to each program division a list of its cooperative documents which require renewal.

1 Preparation and Clearance.

a The program division shall:

(1) Prepare necessary renewals in the format illustrated by Exhibit H, in original and seven copies. If there is more than one cooperating party, add an extra copy for each additional cooperator.

(2) Have the Division Director initial the first carbon copy (original copy of memorandum of understanding) of the renewal by the space provided for the signature of the official signing for AMS.

(3) Submit all copies to the AS Division by June 1 of each year.

b If the renewal is in order, the AS Division shall initial the same copy initialed by the program Division Director and return the original and two copies (one of which will be the initialed copy) with a copy for each additional cooperator, if more than one, to the program division.

(IX C)

2 Completion.

a Signature.

(1) Upon return of the renewal from the AS Division, the program division shall:

(a) Transmit the original and two copies to the cooperator with the request that they be signed and returned. (If more than one cooperator is involved, include a copy for each.)

(b) After signature by the cooperator(s), submit all signed copies to the AS Division.

(2) The AS Division shall:

(a) Have the renewal signed for AMS.

(b) Conform all copies to the original, and return a signed copy for each cooperator and two conformed copies to the program division.

b Distribution.

(1) Upon receipt of the signed and conformed copies from the AS Division, the program division shall:

(a) Send a signed copy to the cooperator(s).

(b) Retain the conformed copies for division needs.

(2) The AS Division shall:

(a) Forward a signed copy of the renewals of cooperative documents except memorandums of understanding to the BF Division.

(b) Transmit a conformed copy of the renewals to the appropriate Area Administrative (AA) Division.

(IX C 2 b (2))

(c) File a signed copy and one conformed copy. (The signed copy will constitute the agency file for AMS. The conformed copy will be loaned upon request.)

D Confirmations. The confirmation of a cooperative document provides for continuation of a cooperative endeavor by a simple notification to the cooperator. In April each year the AS Division shall send to each program division a list of all cooperative documents which require confirmation. At the same time, the AS Division shall furnish to each program division a supply of Form AMS-15, Confirmation of Agreement, sufficient to meet its needs.

1 Preparation and Clearance. The program division shall:

a Prepare an original and seven copies of Form AMS-15, using Exhibit I as an example, for each cooperative document to be confirmed. If there is more than one cooperating party, add an extra copy for each additional cooperator.

b Have the Division Director initial the first carbon copy (original copy of memorandum of understanding) of the confirmation.

c Submit all copies of Form AMS-15, together with envelopes addressed to each cooperator, to the AS Division by June 1 of each year.

2 Completion. The AS Division shall have the confirmation signed, send a signed copy to each cooperator, and distribute other copies as follows:

a Forward a signed copy of confirmations except those of memorandums of understanding to the BF Division.

b Return two conformed copies to the program division for its use.

c Transmit one conformed copy of confirmations to the appropriate AA Division.

(IX D 2)

d File a signed copy and one conformed copy. (The signed copy will constitute the agency file for AMS. The conformed copy will be loaned upon request.)

E Terminations. Terminations shall be made in accordance with the terms of the duration paragraphs of the cooperative documents involved. If the cooperative document expires at the end of the fiscal year, failure to confirm or renew in writing automatically terminates the cooperation. Terminations occurring before the end of the fiscal year may be effected by correspondence. If AMS is terminating the cooperation, the program division shall prepare and send such correspondence to the AS Division. That Division shall have the notice of termination signed for AMS. If the cooperator is terminating the cooperation, the program division shall send a copy of the correspondence to the AS Division. The AS Division shall send copies of all correspondence, whether from AMS or the cooperator, which terminates a cooperative endeavor to the same divisions that received copies of the cooperative document concerned.

X PERIODIC INSPECTION

The program division shall make periodic inspection and followup to determine that the work is satisfactorily conducted in accordance with the terms of the cooperative document, and to initiate promptly any needed corrective action.

XI AUDIT

The Internal Audit Division shall make such review and audit as it deems necessary to determine conformance with the terms of the agreement. That Division will work closely with program divisions in making arrangements for the coverage, scheduling, and timing of audits.


S. R. Smith
Administrator

Attachments

(Generally used for Marketing Research Cooperative Agreements)

Work Project No. _____ No. (To be supplied by the AS
Line Project No. _____ Division)

COOPERATIVE AGREEMENT
Between the
(Insert Name of Cooperator)
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT..... (Insert descriptive title of work to be done.)

LEADERS..... (Insert titles of positions of leaders of the
project for AMS and for the cooperator.)

LOCATION..... (Insert place or places where work is to be
done.)

DATE EFFECTIVE..... (Insert date work is to begin.)

OBJECT..... (Give a brief resume of the objectives to be
accomplished by the work.)

METHOD OF PROCEDURE..... (Give a brief resume of how the work will be
done.)

COOPERATION..... (There should be three main subdivisions under
this heading; i.e., what the cooperator agrees
to do, what the agency agrees to do, and what
the parties mutually agree upon. Clearly
establish what each will furnish, such as
facilities, monetary contributions, personnel,
etc. Include conditions of employment, finan-
cial arrangements, etc., and standard para-
graphs as applicable. See Sec. VIII of AMS
Instruction 201-1.)

MEMBER OF CONGRESS..... (Insert the standard member of Congress clause
as follows:

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EXHIBIT A

MEMBER OF CONGRESS.... "No member of Congress or resident commissioner
(Con.) shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.")

DURATION.....(Provide for duration of the document. Wording similar to the following may be used:

"This agreement shall continue through June 30, _____, subject to renewal in writing between the parties hereto. It may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon _____ days' notice in writing to the other party.")

(Insert title of signatory and name of cooperating agency)

Administrator, Agricultural Marketing Service

(Generally used for Marketing Services Agreements--inspection and
grading and market news)

Project No. _____

No. (To be supplied by
the AS Division)

COOPERATIVE AGREEMENT
Between the
(Insert Name of Cooperator)
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT..... (Insert type of work to be done.)

LEADERS..... (Insert titles of the head of the cooperating
organization and of the Division Director in
AMS responsible for the project. Names should
not be used.)

LOCATION..... (Insert the localities where the work will be
done.)

HEADQUARTERS..... (Insert the localities from which work will be
directed.)

DATE EFFECTIVE..... (Insert date work is to begin.)

LEGAL AUTHORITY..... (Cite the Act authorizing the program involved
(in most marketing service agreements this will
be the Agricultural Marketing Act of 1946), and
applicable laws of the State in which the
cooperating agency is located.)

OBJECT..... (Give a brief resume of the purpose of the
cooperative endeavor.)

ORGANIZATION..... (State what Federal, State, or joint employees
are to be used in carrying out the work.)

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EXHIBIT B

METHOD OF PROCEDURE... (There should be three main subdivisions under this heading; i.e., what the cooperator agrees to do, what the agency agrees to do, and what the parties mutually agree upon. Clearly establish what each will furnish, such as facilities, monetary contributions, personnel, etc. Include conditions of employment, financial arrangements, etc., and standard paragraphs as applicable. Also include audit and recapture clauses, if applicable.)

REVISION..... (If this is a revision of a previous agreement, insert the following paragraph:

"This agreement is a revision of and shall supersede Cooperative Agreement No. _____, effective _____, between the _____ and the Agricultural Marketing Service," or in case the previous agreement was made with a predecessor agency, "and the _____ (now a part of the Agricultural Marketing Service."))

MEMBER OF CONGRESS..... (Insert the standard member of Congress clause as follows:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.")

DURATION..... (Agreements financed with appropriated funds may not extend beyond the fiscal year for which the appropriation is available for obligation, but may be made subject to renewal or confirmation by use of a paragraph such as the following:

DURATION (Con.)..... "This agreement shall continue in force until July 1, 19__, and as long thereafter as Congress shall provide the necessary authority and funds therefor, subject to annual confirmation by a duly authorized officer of the United States Department of Agriculture, provided, however, that this agreement may be abrogated at any time by mutual consent or by either party hereto by giving written notice to the other party _____ days in advance of and specifying the date of termination."

Agreements financed from Federal Trust funds may continue in force without confirmation or renewal by use of a paragraph such as the following:

"Subject to the availability of funds in the Federal Trust Fund Account, and continuation of the necessary legal authority therefor, this agreement shall continue in force until terminated (1) by mutual consent of the cooperating agency and AMS, or (2) by either cooperating agency or AMS giving written notice to the other _____ days in advance of a specified date of termination. In the event of termination of this agreement because of either contingency specified as (1) and (2), amounts deposited to the credit of the Federal Trust Fund Account will continue to be available for disbursement as provided in the appropriate METHOD OF PROCEDURE clauses of this agreement, and any remaining unobligated balance and any assets purchased from such account shall be available for use in any inspection and grading program of the Federal agency.")

(Insert title of signatory and name of cooperating agency)

(Insert title of signatory and Agricultural Marketing Service)

AMS INSTRUCTION 201-1
EXHIBIT C

(a) Will provide and pay the technical and clerical employees, who shall be State employees and shall not receive Federal appointments, and will initially pay all other operating costs (except leased-wire) necessary for the conduct of the work under this agreement at Columbia, Charleston, and Allendale, with the understanding that such salaries and costs will be included in the expenses billed under this agreement.

This amendment shall become effective October 1, 1961.

(Insert title of signatory and name of cooperating agency)

(Insert title of signatory and Agricultural Marketing Service)

Work Project No. _____
Line Project No. _____

MEMORANDUM OF UNDERSTANDING
Between the
(Insert Name of Cooperator)
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT..... (Insert descriptive title of work to be done.)

LEADERS..... (Insert titles of positions of leaders of the project for AMS and for the cooperator.)

LOCATION..... (Insert place or places where work is to be done.)

DATE EFFECTIVE..... (Insert date work is to begin.)

OBJECT..... (Give a brief resume' of the objectives to be accomplished by the work.)

METHOD OF PROCEDURE... (Give a brief resume' of how the work will be done.)

COOPERATION..... (There should be three main subdivisions under this heading; i.e., what the cooperator agrees to do, what the agency agrees to do, and what the parties mutually agree upon. Clearly establish what each will furnish such as facilities, personnel, etc. Include conditions of employment and standard paragraphs as applicable. See Sec. VIII of AMS Instruction 201-1.)

BASIS OF COOPERATION...(Insert the following paragraphs:

"This memorandum of understanding is to define in general terms the basis on which the agencies concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each agency will handle and expend its own funds. Any and all expenditures from Federal funds in the Department of

AMS INSTRUCTION 201-1
EXHIBIT D

BASIS OF COOPERATION... Agriculture made in conformity with the plans outlined in this memorandum of understanding must be in accord with Department rules and regulations, and in each instance based upon appropriate finance papers. Expenditures made by the cooperating agency will be in accord with its rules and regulations.

"The responsibilities assumed by the cooperating parties under this memorandum of understanding are contingent upon funds being available from which expenditures legally may be met.")

MEMBER OF CONGRESS... (Insert the standard member of Congress clause as follows:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.")

DURATION..... (Provide for duration of the document. Wording similar to the following may be used:

"This memorandum of understanding shall continue in force indefinitely. It may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon _____ days' notice in writing to the other party.")

(Insert title of signatory and name of cooperating agency)

Administrator, Agricultural Marketing Service

FORM AMS-106
(8-13-56)

U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE

No. ↖

REIMBURSEMENT OR ADVANCE OF FUNDS AGREEMENT BETWEEN FEDERAL AGENCIES

NAME AND ADDRESS OF REQUESTING AGENCY

Agricultural Marketing Service, Washington, D. C.

requests that the

NAME AND ADDRESS OF PERFORMING AGENCY

Agricultural Research Service, Washington, D. C.

This information to be
supplied by the AS Division

PERFORM THE FOLLOWING WORK OR SERVICES. (GIVE BRIEF EXPLANATION OF WORK OR SERVICES TO BE PERFORMED, INCLUDING THE PERIOD OF TIME REQUIRED TO COMPLETE THE WORK OR SERVICES, AND THE BASIS FOR DETERMINING COST OF WORK OR SERVICES.)

Inspect new building at Plant Industry Station, Beltsville, Maryland.
Estimate is based on 4% of building costs of \$27,250.

(Attach additional sheet for continuation of explanation, if needed)

LIST REFERENCES TO CORRESPONDENCE RELATING TO THIS WORK OR SERVICE:

Director, ASD, AMS, to Director, ASD, ARS, 5/24/60

FINANCING: (Requesting agency will indicate appropriation or fund to be charged.)

APPROPRIATION SYMBOL AND TITLE

PROJ. OR ALLOTMENT ACCT. NO.
(IF APPLICABLE)

ESTIMATED AMOUNT

1232500.1 Marketing Research and Ser.

301-1-1-25B

\$1,090.00

METHOD OF PAYMENT: (If reimbursement indicate billing desired; if advance of funds indicate type of account.)

REIMBURSEMENT: ☒ BILLING MONTHLY ☐ QUARTERLY ☐ UPON COMPLETION OF WORK ☒
ADVANCE OF FUNDS: ☐ TRANSFER APPROPRIATION ACCOUNT ☐ CONSOLIDATED WORKING FUND ☐

DURATION: THIS AGREEMENT, INCLUDING THE GENERAL CONDITIONS STATED ON THE REVERSE OF THIS FORM, SHALL BECOME

EFFECTIVE July 1, 1962 AND SHALL CONTINUE THROUGH June 30, 1963

APPROVED FOR:

U. S. Department of Agriculture
Agricultural Marketing Service

APPROVED FOR:

U. S. Department of Agriculture
Agricultural Research Service

Deputy Administrator
(TITLE)

Acting Administrator
(TITLE)

ACCOUNTING DATA FOR AGENCY PERFORMING SERVICE

ITEM	APPROPRIATION SYMBOL AND TITLE	PROJ. OR ALLOTMENT ACCT. NO. (IF APPLICABLE)
Reimbursement credited to	12X4606 Working Capital Fund, Agricultural Research Center, Agricultural Research Ser.	
Advance of funds account identification		

FORM AMS-180
(9-1-59)

U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE

DOCUMENT NO.
12-25-020-966
Revision 4

REQUEST FOR CLEARANCE OF COOPERATIVE DOCUMENT

INSTRUCTIONS: This form is for use in obtaining clearances of AMS cooperative documents. Submit to the Administrative Services Division in an original and 4 copies.

document; give necessary background information; list any other instructions, regulations, or laws on which the document may be based; identify document superseded, if any; and indicate any special handling required or any document to be returned to the originating office.

Under "Remarks" briefly explain need for the proposed

IDENTIFICATION OF DOCUMENT : (Title or Subject)

AGENCIES COOPERATING WITH AMS

Inspection Service on Processed Fruits
& Vegetables and Related Processed Prod

Florida State Department of Agriculture

REMARKS

The principal reason for revising this agreement at this time is to bring it up to date, to incorporate outstanding amendments, and to change the termination language to make the agreement continuous and not subject to annual confirmation. Provision has also been made for adjusting billings which come within the framework of the Florida law (see paragraph f (3) under METHOD OF PROCEDURE, Part I); and changing the balance to be maintained in the Trust fund from \$275,000 to \$200,000 (see paragraph (m) under METHOD OF PROCEDURE, Part I).

NAME OF PERSON PREPARING DOCUMENT	TEL. EXT.	TITLE AND ORGANIZATION UNIT
David Patterson	4000	Head, Inspection Section, F&V Div., AMS

DIVISIONAL CLEARANCES

TITLE	SIGNATURE	DATE SIGNED
Administrative Officer	<i>John Jones</i>	11-15-61
Chief, Processed Products Stdn. and Inspection Branch	<i>Robert Roe</i>	11-15-61
Division Director	<i>Harry Jones</i>	11-16-61

OTHER CLEARANCES REQUIRED (For Administrative Services Division's use only)

TITLE AND DIVISION	DATE RECEIVED	SIGNATURE	DATE SIGNED

APPROVAL OF DOCUMENT FOR SIGNATURE

SIGNATURE	DATE	SIGNATURE	DATE
DIRECTOR, ADMINISTRATIVE SERVICES DIV.		DEPUTY ADMINISTRATOR	

After approval, return to Director, Administrative Services Division

AGRI-VA38

(Used for Supplements to Basic Memorandums of Agreement for Research
with State Agricultural Experiment Stations)

Work Project No. _____
Line Project No. _____

SUPPLEMENT NO. 4 TO
BASIC MEMORANDUM OF AGREEMENT NO. _____
Between the
_____ AGRICULTURAL EXPERIMENT STATION
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT..... (Insert descriptive title of work to be done.)

LEADERS..... (Insert titles of positions of leaders of the
project for AMS and for the cooperator.)

LOCATION..... (Insert place or places where work will be done.)

HEADQUARTERS..... (Insert the location of headquarters of AMS
personnel.)

DATE EFFECTIVE..... (Insert date work is to begin. If supplement
is to serve as a fiscal document, duration must
be limited to fiscal year.)

OBJECT..... (Give a brief resume' of the objectives to be
accomplished by the work.)

METHOD OF PROCEDURE... (Give a brief resume' of how the work will be
done.)

COOPERATION..... (There should be three main subdivisions under
this heading; i.e., what the cooperator agrees
to do, what the agency agrees to do, and what
the parties mutually agree upon. Clearly
establish what each will furnish such as facil-
ities, personnel, etc. Include conditions of
employment, financial arrangements, and stand-
ard paragraphs as applicable. See Sec. VIII
of AMS Instruction 201-1.)

AMS INSTRUCTION 201-1
EXHIBIT G

BASIS OF COOPERATION.. (Outline how payments will be made, if any. If supplement is not to serve as a fiscal document insert the following paragraphs:

"This supplement is to define in general terms the basis on which the agencies concerned will cooperate and does not constitute a financial obligation to serve as a basis for expenditures. Each agency will handle and expend its own funds.

"Any and all expenditures from Federal funds in the Department of Agriculture made in conformity with the plans outlined in this supplement must be in accord with Department rules and regulations, and in each instance based upon appropriate finance papers. Expenditures made by the cooperating agency will be in accord with its rules and regulations.

"The responsibilities assumed by the cooperating parties under this supplement are contingent upon funds being available from which expenditures legally may be met.")

Director, _____ Agricultural Experiment
Station

Director, _____ Division
Agricultural Marketing Service

MATERIAL IS ILLUSTRATIVE ONLY

Work Project No. _____
Line Project No. _____

RENEWAL OF
MEMORANDUM OF UNDERSTANDING
Between the
AMERICAN TOBACCO COMPANY
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

It is hereby agreed that the Memorandum of Understanding providing for fumigation experiments at reduced pressures on the control of the cigarette beetle and the tobacco moth, effective July 29, 1940, and amended July 1, 1954, shall be and hereby is renewed and continued in effect for the fiscal year beginning July 1, 1961, and ending June 30, 1962.

Secretary, American Tobacco Company

Deputy Administrator, Agricultural Marketing
Service

7-24-62

FORM AMS-15
(2-1-61)

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICE
Washington 25, D. C.

Fill in Agreement
No. and date.

Agreement No.
12-25-020-2149

July 30, 1962

CONFIRMATION OF AGREEMENT

The agreement effective April 1, 1951

between

Delaware State Board of Agriculture

and the Production and Marketing Administration

(but now under the jurisdiction of the Agricultural Marketing Service)

United States Department of Agriculture, covering

Market News Service

contains a provision requiring the Federal agency to make annual confirmation of its continuance beyond June 30.

In accordance with such provision, notice is hereby given that the said agreement shall continue in effect for the fiscal year ending June 30, 1963, subject to all terms, conditions and provisions thereof, and contingent upon Federal funds being available therefor.

Administrative Officer
Agricultural Marketing Service

ACTION BY: All Divisions and Offices

Cooperative Documents

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EXHIBITS

- A Format for marketing services cooperative agreement
- B Sample of amendment to cooperative agreement
- C Format for memorandum of understanding
- D Form AMS-180, Request for Clearance of Cooperative Document
- E Sample of renewal of cooperative document

ACTION BY: All Divisions and Offices

Cooperative Documents

I PURPOSE AND SCOPE

This Instruction (1) states the policy of the Agricultural Marketing Service in regard to negotiating cooperative documents, (2) delegates authority to sign such documents, and (3) outlines the administrative procedures for preparing and processing cooperative documents under the rules and regulations of the Department of Agriculture. It does not include National School Lunch Act agreements; Special Milk Program agreements; agreements executed under authority of Section 32 of Public Law 320, 74th Congress; or agreements executed under a direct distribution program. (Procedures governing agreements in which there is no cooperation, such as training agreements or agreements for the detail of employees on a reimbursable basis are contained in other AMS Instructions.)

II DEFINITION

A cooperative document is a written plan outlining the provisions of a cooperative endeavor. The cooperation may be between two or more parties who are mutually interested in the aims and benefits of a project, even though there may be a difference in the scope of that interest.

III POLICY

Pursuant to legal authorities available to AMS and in view of the interrelationships between the responsibilities and objectives of the Department, other public and private agencies, and others in the field of agriculture, it is the policy of AMS to:

A Continue and strengthen cooperation with public and private agencies, and others, in the furtherance of agricultural programs of mutual benefit and interest; and

B Develop appropriate cooperative documents covering the understandings arrived at for such cooperation.

IV DOCUMENTATION OF COOPERATION

A Types of Cooperative Documents. A cooperative document, as used in AMS, may be either of the types described below. Changes in cooperative documents may be made by revision or amendment.

* 1 Cooperative Agreement. *-A cooperative agreement provides for a joint undertaking where two or more parties actually take part in a project and are mutually interested in the aims and benefits, even though there may be a difference in the scope of their interest. It provides for a specific payment of funds by one cooperator to another, for the collection of fees, or both. In addition, either of the cooperators may furnish or make available to the other such items as personnel, services, funds, property, equipment, supplies, space, etc. A cooperative agreement is a fiscal document for the purpose of obligating funds.-*

* 2 Memorandum of Understanding. *-A memorandum of understanding is a written plan where two or more parties carry out a project of mutual interest. It differs principally from a cooperative agreement in that each party operates within its own sphere of authority and resources, and handles and directs its own activities, including the expenditure of its own funds. There is no provision for the payment or reimbursement of funds by one cooperator to another. A memorandum of understanding is not, therefore, a fiscal document used for obligating funds.-*

* * *

B Supplementary Documentation Under Cooperative Documents. If the cooperative document states that determination in regard to any condition is to be made by mutual agreement, such agreement shall be in writing and shall refer to the original document.

* 1 Correspondence. A copy of any mutually arrived at understanding, or correspondence relating thereto (except the salary determination form referred to in 2 below), which affects the terms of the agreement, shall be forwarded to the Administrative Services (AS) Division. That Division shall be responsible for sending copies to other management divisions concerned. *-See AMS Instruction 333-2, Preparation of Form AD-352, Request and Approval for Personnel Action, for information to be included on AD-352 for each cooperative employee.-*

(IV B)

2 Form AMS-181. If the salary of a cooperative employee is mutually determined by AMS and the cooperator, his position is not subject to the Classification Act and is referred to as nonallocated cooperatively controlled (NACC). The mutual determination of salary shall be documented on Form AMS-181, Salary Determination, or other similar form,^{1/} unless the salary is stated in the cooperative document itself. This is true whether AMS pays all or only a portion of the salary.

a Form AMS-181 shall be prepared when (1) a new position is established and an employee is first appointed thereto; and (2) his salary is increased or decreased, either by AMS or the cooperator, or by both. In the event an employee leaves such NACC position and another employee replaces him without change in salary, Form AMS-181 is not required.

b Form AMS-181 shall be distributed as follows:

One copy to the personnel office with *-AD-352-*
requesting personnel action *

One copy to the cooperator

One copy to the AS Division.

c If the salary of a cooperative employee is determined unilaterally by AMS, his position is administratively classified to a GS grade. In such cases Form AMS-181 is not required in support of *-AD-352.-* *

V RESPONSIBILITY OF THE AS DIVISION

The AS Division is responsible for coordinating, reviewing, and approving the documentation of the cooperative work of AMS in accordance with program requirements, pertinent laws and regulations, and AMS policy. This responsibility includes (1) aid in preparation; (2) clearance; (3) numbering, as required; and (4) making the necessary distribution of the documents.

^{1/} If a division form is used for making a salary determination, the division should so inform the personnel office.

VI DELEGATION OF AUTHORITY TO SIGN COOPERATIVE DOCUMENTS

* *** Matched-fund agreements are signed by the Administrator. The authority to sign other cooperative documents, including supplements, amendments, renewals, and terminations of such documents, is delegated as outlined below. (Confirmations of cooperative documents may be signed by a designated employee of the AS Division.)

* ***

A Marketing service cooperative documents shall be signed by the Deputy Administrator, Marketing Services.

B Regulatory programs cooperative documents shall be signed by the Deputy Administrator, Regulatory Programs.

* ***

C Correspondence documenting mutual agreement on administrative details (including the salary determination form prescribed in Section IV B 2) may be signed by the designated leaders of the cooperative project or their authorized representatives.

VII NUMBERING OF COOPERATIVE DOCUMENTS

A The AS Division shall number all cooperative documents negotiated in AMS using the following symbols:

* 12-25-020- for cooperative agreements ***

 12-25-MU- for memorandums of understanding.

* B The serial numbers of the cooperative documents will be affixed to the symbols. Revisions of and amendments to cooperative documents will carry the symbols and numbers of the applicable documents, and in addition will be numbered consecutively under each document so revised or amended. ***

VIII CONDITIONS TO BE INCLUDED IN COOPERATIVE DOCUMENTS

There are certain conditions and standard paragraphs which shall be included in cooperative documents, depending upon the type of document, the cooperation, and the work to be done. Some of these conditions are required by the acts under which AMS is cooperating, and others cover fixed legal requirements and general policies of the Department. The

(VIII)

conditions outlined below are not intended to be inclusive of all conditions that might arise, nor would all of them necessarily be included in any one cooperative document. Standard paragraphs for the member of Congress, nondiscrimination, and patent clauses are also given below for use when required.

A General Conditions.

1 Conditions of Employment Covering Any Persons Employed as a Result of a Cooperative Endeavor. In order that the application of the employee benefits, classification, leave, and retirement acts to persons who perform work as a result of a cooperative endeavor may be determined, the cooperative document shall:

a Include information to answer the following questions:

(1) Are the persons employees of AMS, employees of the cooperating agency, or joint employees of AMS and the cooperating agency?

(2) If the employees are to hold appointments with compensation in AMS,

(a) Does AMS have full determination of the compensation to be paid the employees? If not, what rates of compensation have been agreed upon between AMS and the cooperating agency?

(b) Does the cooperating agency pay any part of the compensation directly to the employees?

(c) Are the hours of work and the duties of the employees supervised and directed (1) by AMS, (2) by the cooperating agency, or (3) jointly by AMS and the cooperating agency? If the hours of work and/or duties are jointly supervised and directed by AMS and the cooperating agency, what is the extent of the supervision and direction furnished by AMS?

(d) Does the cooperating agency participate in or have any control over the selection of the employees, and if so, to what extent?

(VIII A 1 a)

(3) If the employees hold appointments without compensation in AMS,

(a) Are the hours of work and the duties of the employees supervised and directed (1) by AMS, (2) by the cooperating agency, or (3) jointly by AMS and the cooperating agency?

(b) Does the cooperating agency participate in or have any control over the selection of the employees, and if so, to what extent?

b If employees who (1) hold appointments in AMS (with or without compensation) and (2) are wholly supervised by AMS or jointly supervised by AMS and the cooperating agency are not to be covered by the Federal retirement act and/or the Federal leave act, include a statement to that effect and a statement as to what retirement or leave provisions, if any, will apply. (Such employees may not be excluded from retirement and leave coverage unless approval has been received from the Personnel Division for the exclusion. Requests for approval must contain sufficient administrative justification based on a showing that furtherance of the cooperative program necessitates the surrender of the Federal retirement or leave benefits to which these employees would otherwise be entitled.)

2 Financial Arrangements. Include provisions, as applicable to the type of document, to indicate:

a What financial contributions will be made by each cooperating agency.

b How financial contributions will be handled--whether by reimbursement or advance payment from one cooperating agency to the other, or by payment of expenses incident to the work.

c Which cooperating agency will be responsible for collecting fees or funds; and the use, disposition upon termination of agreement, and methods of accounting for such fees or funds.

(VIII A)

3 Administrative Services Arrangments. Include provisions, as applicable, for:

a Establishing ownership and responsibility for maintenance of equipment, if any, and disposition of equipment upon termination of the agreement.

b Furnishing of space, utilities, miscellaneous supplies, etc.

c Ownership, use, and disposition of commodities, if any.

4 Personal Benefits. Following is the wording of the standard Member of Congress clause:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit."

5 Nondiscrimination Clause. The nondiscrimination clause is included in cooperative agreements of a contractual nature where payment of funds to the cooperator is more than \$10,000. Even though funds are paid to the cooperator, if the nature of the undertaking on the part of the cooperator is not specific, a contractual obligation may not be present. Each agreement must be developed individually. The AS Division shall collaborate with the subject-matter divisions and the Office of the General Counsel to determine the applicability of this provision to the different types of cooperative documents. If the provision is applicable, the wording of the standard nondiscrimination clause may be obtained from the AS Division for insertion in the agreement.

6 Duration of the Document. Specify period of time the agreement will remain in effect, and include provisions, as applicable, for continuing or terminating the agreement. The duration depends upon whether the work is financed by Trust funds or by appropriated funds. Where Trust funds are involved, the duration may be definite or indefinite. Where appropriated funds are involved, the duration is limited to one fiscal year with provision for renewal or confirmation for succeeding years. (The duration of memorandums of understand may be definite or indefinite.)

(VIII)

*

B Additional Conditions. * * * In addition to the conditions enumerated in paragraph A above, marketing service cooperative agreements which contemplate an advance of funds from the Department to the cooperator or from the cooperator to the Department shall include a provision for reimbursement to the party who advances the funds (recapture clause). Marketing service agreements shall also include, as applicable, the provisions indicated below:

1 Inspection and grading agreements shall include provisions for the disposition of fees for the duration of cooperation and upon termination of the agreements, and for audit of Trust funds by State (including commercial audit firms) or Federal agencies if applicable to the provisions of the agreements.

2 Market news agreements shall include provisions for:

a Circularization of mailing lists at least annually, and

b Use of postage and fees paid materials for mailing Federal-State reports if the use of such materials is authorized. (Reports so mailed must be signed by a Federal employee. If an employee of the cooperator is designated to sign such reports, he shall be given a cooperative Federal appointment as collaborator without compensation, and this arrangement shall be stated in the agreement.)

IX PREPARATION AND PROCESSING OF COOPERATIVE DOCUMENTS

A Cooperative Agreements, Memorandums of Understanding, and Revisions and Amendments Thereto.

1 Preparation.

a Responsibility for Preparation.

(1) When the subject matter of the work to be done is solely within one program division, that division shall prepare the cooperative document, including any revision of or amendment to an existing document.

(IX A 1 a (1))

The AS Division is available for consultation and assistance and, when necessary, that Division shall consult with other management divisions concerned.

(2) When the subject matter covers work of more than one program division, the AS Division (in collaboration with other management and program divisions concerned) shall coordinate information for and prepare the cooperative document, including any revision of or amendment to an existing document.

b Format and Contents.

(1) Cooperative Agreements and Memorandums of Understanding. It is not practical to attempt to outline in detail or to provide samples of every type of cooperative document. However, exhibits are attached to illustrate the format and the subdivisions which are generally included in * * * marketing services or regulatory cooperative agreements (Exhibit A). Exhibit B is a sample of an amendment to a cooperative agreement. Exhibit C illustrates the format and the subdivisions generally included in memorandums of understanding. General conditions and standard paragraphs as outlined in Section VIII shall be included as applicable to each type of document, the cooperation, and the work to be done.

* * *

(2) Other Cooperative Documents. Formats for cooperative documents approved for use by a specific division or staff office, such as agreements for Federal inspection of tobacco, memorandums of understanding for cooperative activities under seed laws, matched-fund agreements, or agreements covering travel and subsistence expenses are not included as exhibits. Divisions desiring information on the format or content of such documents may contact the AS Division.

* * *

(IX A)

2 Clearances. Form AMS-180, Request for Clearance of Cooperative Document, is to be used to obtain clearances of cooperative documents, both within the initiating division and within AMS. A copy of this form, filled out to show method of requesting clearances, is attached as Exhibit D.

a The program division shall:

(1) Prepare an original and 4 copies of Form AMS-180 and obtain (on the original only) any necessary internal division clearances by means of signatures in the spaces provided on the form; and

(2) Forward the cooperative document to be cleared in original and 7 copies to the AS Division, together with the original and 4 copies of Form AMS-180. If there is more than one cooperating party, or if the cooperative document requires the approval of an official of the Federal Extension Service or the Cooperative State Research Service, add an extra copy of the cooperative document for each additional cooperator and signatory.

b The AS Division shall review the document and discuss any changes or corrections which might be required with the initiating program division, returning the document, if necessary, to the program division for corrections and resubmission. When the document is in order, the AS Division shall:

(1) Obtain clearances within AMS, as required, by forwarding a copy of the cooperative document and a copy of Form AMS-180 requesting clearance to the:

(a) Budget and Finance (BF) Division, AMS - for review and clearance with relationship to the budgeted work program and financial arrangements.

(b) Personnel Division, if necessary - for review of personnel arrangements.

(c) Appropriate Deputy Administrator - for program review.

* * *

*

(IX A 2 b)

(2) Obtain Department clearances (except as indicated in subparagraph c below), as required.

(3) Coordinate any suggestions received from AMS and Department offices, contacting the applicable program division on any changes.

(4) Return the original and 2 copies, with a copy for each additional cooperator if more than one, of the cleared cooperative document to the program division, retaining all other copies of the document in a pending file.

c The BF Division shall obtain necessary clearance from the Department's Office of Budget and Finance, *-when necessary.-*

*
*

3 Completion.

a Signature and Numbering.

(1) Upon receipt of the cleared cooperative document from the AS Division, the program division shall:

(a) Transmit the original and 2 copies of the document to the cooperator with the request that they be signed and returned.^{2/} (If more than one cooperator is involved, include a copy for each.)

(b) After signature by the cooperator(s), submit all signed copies to the AS Division.

^{2/} Where State regulations require signature after the Federal signature, or where it is necessary to expedite signature, documents may be signed first by AMS.

(IX A 3 a)

(2) The AS Division shall:

(a) Have the document signed for AMS, securing signatures of other agencies of the Department of Agriculture, as required.

(b) Assign a number, as required, and conform all copies to the original.

(c) Return a signed copy for each cooperator and 2 conformed copies to the program division.

b Distribution.

(1) Upon receipt of the signed and conformed copies from the AS Division, the program division shall:

(a) Send a signed copy to each cooperator.

(b) Retain the conformed copies for division needs.

(2) The AS Division shall:

(a) Forward a signed copy of cooperative documents except memorandums of understanding to the BF Division. (The BF Division shall maintain a central agency file of signed cooperative agreements for fiscal review.)

(b) Transmit a conformed copy of cooperative documents to the appropriate Area Administrative (AA) Division.

(c) File a signed copy and 1 conformed copy. (The signed copy, with copies of Form AMS-180 on which clearances are indicated, will constitute the agency file for AMS. The conformed copy will be loaned upon request.)

*

* * *

(IX)

B Renewals. A renewal of a cooperative document extends the duration of the cooperation for another fiscal year. In April each year the AS Division shall send to each program division a list of its cooperative documents, indicating those which require renewal.

1 Preparation and Clearance.

a The program division shall:

(1) Prepare necessary renewals in the format illustrated by Exhibit E, in original and 7 copies. If there is more than one cooperating party, add an extra copy for each additional cooperator.

(2) Have the Division Director initial the first carbon copy (original copy of memorandum of understanding) of the renewal by the space provided for the signature of the official signing for AMS.

(3) Submit all copies to the AS Division by June 1 of each year.

b If the renewal is in order, the AS Division shall return the original and 2 copies with a copy for each additional cooperator, if more than one, to the program division.

2 Completion.

a Signature.

(1) Upon return of the renewal from the AS Division, the program division shall:

(a) Transmit the original and 2 copies to the cooperator with the request that they be signed and returned. (If more than 1 cooperator is involved, include a copy for each.)

(b) After signature by the cooperator(s), submit all signed copies to the AS Division.

(IX B 2 a)

(2) The AS Division shall:

- (a) Have the renewal signed for AMS.
- (b) Conform all copies to the original, and return a signed copy for each cooperator and 2 conformed copies to the program division.

b Distribution.

(1) Upon receipt of the signed and conformed copies from the AS Division, the program division shall:

- (a) Send a signed copy to each cooperator.
- (b) Retain the conformed copies for division needs.

(2) The AS Division shall:

- (a) Forward a signed copy of the renewals of cooperative documents, except memorandums of understanding, to the BF Division.
- (b) Transmit a conformed copy of the renewals to the appropriate AA Division.
- (c) File a signed copy and 1 conformed copy.

C Confirmations. The confirmation of a cooperative document provides for continuation of a cooperative endeavor by a simple notification to the cooperator. In April each year the AS Division shall send to each program division *-1 copy of a confirmation (Form AMS-15) for each agreement.

*
*

(IX C)

- 1 Clearance. The program division shall: *
 - a Have the Division Director initial the confirma- *
tion. *
 - b Address envelope(s) to the cooperator(s). *
 - c Return the confirmation, together with the addressed *
envelope(s), to the AS Division by June 1 of each year. *
- 2 Completion. The AS Division shall have the confirmation *
signed and distribute as follows: *
 - a Send a signed copy of the confirmation to each *
cooperator.-* *
 - b Forward a signed copy (except those of memorandums
of understanding) to the BF Division.
 - c Return 2 conformed copies to the program division
for its use.
 - d Transmit 1 conformed copy to the appropriate AA
Division.
 - e File a signed copy and 1 conformed copy.

D Terminations. Terminations shall be made in accordance with the terms of the duration paragraphs of the cooperative documents involved. If the cooperative document expires at the end of the fiscal year, failure to confirm or renew in writing automatically terminates the cooperation. Terminations occurring before the end of the fiscal year may be effected by correspondence. If AMS is terminating the cooperation, the program division shall prepare and send such correspondence to the AS Division. That Division shall have the notice of termination signed for AMS. If the cooperator is terminating the cooperation, the program division shall send a copy of the correspondence to the AS Division. The AS Division shall send copies of all correspondence, whether from AMS or the cooperator, which terminates a cooperative endeavor to the same divisions that received copies of the cooperative document concerned.

X PERIODIC INSPECTION

The program division shall make periodic inspection and followup to determine that the work is satisfactorily conducted in accordance with the terms of the cooperative document, and to initiate promptly any needed corrective action.

*

* * *



S. R. Smith
Administrator

Attachments

(Generally used for Marketing Services Agreements--inspection and grading and market news)

No. (To be supplied by
the AS Division)

COOPERATIVE AGREEMENT
Between the
(Insert Name of Cooperator)
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT..... (Insert type of work to be done.)

LEADERS..... (Insert titles of the head of the cooperating organization and of the Division Director in AMS responsible for the project. Names should not be used.)

LOCATION..... (Insert the localities where the work will be done.)

HEADQUARTERS..... (Insert the localities from which work will be directed.)

DATE EFFECTIVE..... (Insert date work is to begin.)

LEGAL AUTHORITY..... (Cite the Act authorizing the program involved (in most marketing service agreements this will be the Agricultural Marketing Act of 1946), and applicable laws of the State in which the cooperating agency is located.)

OBJECT..... (Give a brief resume of the purpose of the cooperative endeavor.)

ORGANIZATION..... (State what Federal, State, or joint employees are to be used in carrying out the work.)

AMS INSTRUCTION 201-1
Rev. 1
EXHIBIT A

METHOD OF PROCEDURE... (There should be three main subdivisions under this heading; i.e., what the cooperator agrees to do, what the agency agrees to do, and what the parties mutually agree upon. Clearly establish what each will furnish, such as facilities, monetary contributions, personnel, etc. Include conditions of employment, financial arrangements, etc., and standard paragraphs as applicable. Also include audit and recapture clauses, if applicable.)

REVISION..... (If this is a revision of a previous agreement, insert the following paragraph:

"This agreement is a revision of and shall supersede Cooperative Agreement No. _____, effective _____, between the _____ and the Agricultural Marketing Service," or in case the previous agreement was made with a predecessor agency, "and the _____ (now a part of the Agricultural Marketing Service."))

MEMBER OF CONGRESS..... (Insert the standard member of Congress clause as follows:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.")

DURATION..... (Agreements financed with appropriated funds may not extend beyond the fiscal year for which the appropriation is available for obligation, but may be made subject to renewal or confirmation by use of a paragraph such as the following:

DURATION (Con.)..... "This agreement shall continue in force until July 1, 19____, and as long thereafter as Congress shall provide the necessary authority and funds therefor, subject to annual confirmation by a duly authorized officer of the United States Department of Agriculture, provided, however, that this agreement may be abrogated at any time by mutual consent or by either party hereto by giving written notice to the other party _____ days in advance of and specifying the date of termination."

Agreements financed from Federal Trust funds may continue in force without confirmation or renewal by use of a paragraph such as the following:

"Subject to the availability of funds in the Federal Trust Fund Account, and continuation of the necessary legal authority therefor, this agreement shall continue in force until terminated (1) by mutual consent of the cooperating agency and AMS, or (2) by either cooperating agency or AMS giving written notice to the other _____ days in advance of a specified date of termination. In the event of termination of this agreement because of either contingency specified as (1) and (2), amounts deposited to the credit of the Federal Trust Fund Account will continue to be available for disbursement as provided in the appropriate METHOD OF PROCEDURE clauses of this agreement, and any remaining unobligated balance and any assets purchased from such account shall be available for use in any inspection and grading program of the Federal agency.")

(Insert title of signatory and name of cooperating agency)

(Insert title of signatory and Agricultural Marketing Service)

MATERIAL IS ILLUSTRATIVE ONLY

No. 12-25-020-2161

Amendment ____ (To be supplied by
the AS Division)

AMENDMENT TO
COOPERATIVE AGREEMENT
Between the
SOUTH CAROLINA STATE AGRICULTURAL MARKETING COMMISSION
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

It is hereby agreed by and between the parties hereto that the Cooperative Agreement providing for Market News Service in the State of South Carolina, effective July 1, 1956, shall be and hereby is amended as follows:

Under METHOD OF PROCEDURE, Part I, Federal Agency,
delete paragraph (a) and substitute the following:

(a) Will provide and initially pay for a leased-wire connection to the Columbia office of the State Agency, and the seasonal shipping point offices at Charleston and Allendale, as required, and insofar as practicable with existing facilities will make available the national Market News Service to the State Agency with the understanding that leased-wire costs will be included in the expenses billed under this agreement.

Add a new paragraph (f) to read:

(f) Will provide on a loan basis necessary mailing room equipment for the seasonal offices to be conducted at Charleston and Allendale.

Under METHOD OF PROCEDURE, Part II, State Agency, delete paragraph (a) and substitute the following:

AMS INSTRUCTION 201-1

Rev. 1

EXHIBIT B

(a) Will provide and pay the technical and clerical employees, who shall be State employees and shall not receive Federal appointments, and will initially pay all other operating costs (except leased-wire) necessary for the conduct of the work under this agreement at Columbia, Charleston, and Allendale, with the understanding that such salaries and costs will be included in the expenses billed under this agreement.

This amendment shall become effective October 1, 1964.

(Insert title of signatory and name of cooperating agency)

(Insert title of signatory and Agricultural Marketing Service)

MEMORANDUM OF UNDERSTANDING
Between the
(Insert Name of Cooperator)
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

NAME OF PROJECT..... (Insert descriptive title of work to be done.)

LEADERS..... (Insert titles of positions of leaders of the project for AMS and for the cooperator.)

LOCATION..... (Insert place or places where work is to be done.)

DATE EFFECTIVE..... (Insert date work is to begin.)

OBJECT..... (Give a brief resume of the objectives to be accomplished by the work.)

METHOD OF PROCEDURE... (Give a brief resume of how the work will be done.)

COOPERATION..... (There should be three main subdivisions under this heading; i.e., what the cooperator agrees to do, what the agency agrees to do, and what the parties mutually agree upon. Clearly establish what each will furnish such as facilities, personnel, etc. Include conditions of employment and standard paragraphs as applicable. See Sec. VIII of AMS Instruction 201-1.)

BASIS OF COOPERATION...(Insert the following paragraphs:

"This memorandum of understanding is to define in general terms the basis on which the agencies concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures. Each agency will handle and expend its own funds. Any and all expenditures from Federal funds in the Department of

AMS INSTRUCTION 201-1
Rev. 1
EXHIBIT C

BASIS OF COOPERATION... Agriculture made in conformity with the plans outlined in this memorandum of understanding must be in accord with Department rules and regulations, and in each instance based upon appropriate finance papers. Expenditures made by the cooperating agency will be in accord with its rules and regulations.

(Con.)

"The responsibilities assumed by the cooperating parties under this memorandum of understanding are contingent upon funds being available from which expenditures legally may be met.")

MEMBER OF CONGRESS... (Insert the standard member of Congress clause as follows:

"No member of Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it be made with a corporation for its general benefit.")

DURATION..... (Provide for duration of the document. Wording similar to the following may be used:

"This memorandum of understanding shall continue in force indefinitely. It may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon _____ days' notice in writing to the other party.")

(Insert title of signatory and name of cooperating agency)

Administrator, Agricultural Marketing Service

FORM AMS-180
(8-1-63)U. S. DEPARTMENT OF AGRICULTURE
AGRICULTURAL MARKETING SERVICEDOCUMENT NO.
12-25-020-966
Revision 4

REQUEST FOR CLEARANCE OF COOPERATIVE DOCUMENT

INSTRUCTIONS: This form is for use in obtaining clearances of AMS cooperative documents. Submit to the Administrative Services Division in an original and 4 copies.

document; give necessary background information; list any other instructions, regulations, or laws on which the document may be based; identify document superseded, if any; and indicate any special handling required or any document to be returned to the originating office.

Under "Remarks" briefly explain need for the proposed

IDENTIFICATION OF DOCUMENT: (Title or Subject)

Inspection Service on Processed Fruits and Vegetables and Related Processed Products

AGENCIES COOPERATING WITH AMS

Florida State Department of Agriculture

REMARKS

The principal reason for revising this agreement at this time is to bring it up to date, to incorporate outstanding amendments, and to change the termination language to make the agreement continuous and not subject to annual confirmation. Provision has also been made for adjusting billings which come within the framework of the Florida law (see paragraph f (3) under METHOD OF PROCEDURE, Part I); and changing the balance to be maintained in the Trust fund from \$275,000 to \$200,000 (see paragraph (m) under METHOD OF PROCEDURE, Part I).

NAME OF PERSON PREPARING DOCUMENT David Patterson	TEL. EXT. 4000	TITLE AND ORGANIZATION UNIT Head, Inspection Section, FV Div., AMS
--	-------------------	---

DIVISIONAL CLEARANCES

TITLE	SIGNATURE	DATE SIGNED
Administrative Officer Chief, Processed Products Stdn. and Inspection Branch		
Division Director		

OTHER CLEARANCES REQUIRED (For Administrative Services Division's use only)

TITLE AND DIVISION	DATE RECEIVED	SIGNATURE	DATE SIGNED

APPROVAL OF DOCUMENT FOR SIGNATURE

SIGNATURE	DATE	SIGNATURE	DATE
DIRECTOR, ADMINISTRATIVE SERVICES DIV.		DEPUTY ADMINISTRATOR	

After approval, return to Director, Administrative Services Division

MATERIAL IS ILLUSTRATIVE ONLY

RENEWAL OF
COOPERATIVE AGREEMENT
Between the
NORTH CAROLINA AGRICULTURAL EXTENSION SERVICE
and the
AGRICULTURAL MARKETING SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE

It is hereby agreed that the Cooperative Agreement providing for a program to improve cotton, effective July 29, 1963, and amended January 4, 1964, shall be and hereby is renewed and continued in effect for the fiscal year beginning July 1, 1964, and ending June 30, 1965. (Budget can be included if desirable.)

Director, North Carolina Agricultural
Extension Service

Deputy Administrator, Agricultural
Marketing Service

Approved:1/

Administrator, Federal Extension
Service

1/ Necessary only for agreements with the Federal Extension Service.

Policy and Procedure for Negotiated Contracts Under the Agricultural
Marketing Act

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EXHIBITS

- A RMA Contract Forms
- B Justification

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service
Washington 25, D. C.

AMS INSTRUCTION No. 205-1
Rev. 1

ACTION BY: Division Directors

Policy and Procedure for Negotiated Contracts Under the Agricultural
Marketing Act

I PURPOSE

The purpose of this Instruction is to outline the conditions and procedures for negotiated contract work under the Agricultural Marketing Act of 1946, 7 U.S.C. 1624.

II *-CANCELLATION

AMS Instruction No. 205-1, Policy and Procedure for Negotiated Contracts Under the Agricultural Marketing Act, dated October 18, 1954, is superseded by this Instruction. -*

III POLICY

It is the policy of the Department and the Agricultural Marketing Service to enter into contracts with public and private agencies, firms, and individuals qualified to carry on research and marketing service work authorized by the Act where the work can be performed more effectively, more rapidly, or at less cost than if performed by the Department.

IV NATURE OF CONTRACT WORK AUTHORIZED - MARKETING RESEARCH AND SERVICE

Under Title II of the Research and Marketing Act, the Secretary is authorized to enter into contracts and agreements with States and agencies of States, private firms, institutions, and individuals for conducting research and service work, making and compiling reports and surveys, and carrying out other functions relating thereto when in his judgment the services or functions to be performed will be carried out more effectively, more rapidly, or at less cost than if performed by the Department of Agriculture.

V NEGOTIATED CONTRACTS

A Use. Contracts may be negotiated for the work authorized under the Agricultural Marketing Act (see Section III above) without regard to

(V A)

Section 3709 Revised Statutes, as amended by Public Law 152, 81st Congress, where they are for research and service work in Agricultural Marketing either when specifications cannot be written with the degree of exactness required to permit competition or when for other reasons it is administratively determined to be advantageous to the Government. Although it is not required that bids be invited under such circumstances, the field should be canvassed in each case to determine what organization or individual can perform the work under the most advantageous conditions to the Government. (See Exhibit B, paragraph B, attached.)

B Small Business Concerns. In accordance with the Congressional intent as expressed in Public Law 152, 81st Congress, and Public Law 96, 82d Congress, pertaining to negotiated contracts, consideration should be given to negotiating, insofar as practicable, a fair proportion of the contracts under this procedure with small business concerns. (For this purpose, a small business concern is defined as a firm, with its affiliates, which employs less than 500 persons.)

C Contracts To Be on Job Basis. As a general rule, contracts approved during any fiscal year are to provide for the entire job which is contemplated to be performed under such contract, provided, of course, that no contract can extend for a period of more than four years from the date of signature by the contracting officer as provided in the Act. This plan will require the obligation of funds adequate to complete the job from the appropriation currently available at the time the contract is signed. Such a plan will enable prospective contractors to plan more effectively the total job which should result in the lowest cost to the Government, will eliminate the necessity for renegotiating in subsequent fiscal years, and will relieve any doubt as to the availability of funds for carrying the work to completion. It is recognized that there will be cases where the nature of the project is such as to make it undesirable or impracticable to provide for one contract to cover the entire project. There may be instances where it would be to the best interests of the Department to limit contracts as to either coverage or period. Contract provision should be made for changes or alterations in specifications and for termination by the Department to protect the Government's interest in cases where the performance of the contractor is not in accordance with the required standards or anticipated results, or where it may otherwise be in the Department's interest to discontinue the contract.

D Contracts To Be on Fixed-Price Basis. Contracts on a fixed-price basis are preferred to those on other bases. This will insure in advance sufficient funds for completion of the work, will keep administrative expense of audit to a minimum, and otherwise contribute to a more

(V D)

effective program. The procedure contained in this Instruction applies primarily to contracts on a fixed-price basis. Proposed contracts on any other basis shall be approved by the General Counsel's Office, Office of Budget and Finance, and the Administrator prior to any negotiations.

E Approval of Contract Provisions Which Call for Collection of Data from the Public. Contract provisions, including plans, forms, and reporting requirements under the contracts, which provide for the collection of identical information from 10 or more persons (other than Federal employees considered as such) require approval by the Bureau of the Budget through the Statistical Clearance Office, AMS. (See 1 AR 561; Exhibit A, and Exhibit B paragraph F, of this Instruction concerning timing and conditions of securing such approval.)

F Consideration and Payment.

1 Contracts may be for specific jobs of work such as marketing surveys, numbers of tests, etc., where payments may be related to measurable items. There may be contracts also for nonspecific or general work, where results cannot be guaranteed. In the latter case, the contract actually is for a stipulated level of effort by the contractor in a field of inquiry. Payments in such cases, in fixed-price contracts, are based on the contracting officer's satisfaction as to the contractor's efforts, although they may not reflect anticipated results. The contract should specify in as much detail as practicable the exact work to be performed by the contractor in order that there may be a measuring of performance. Where possible, definite criteria for such measurement of work performed or effort expended should be provided as the basis for making payments.

2 Advance, progress, or other payments may be made without regard to the provisions of Section 3648, Revised Statutes. The determination of how and when payment shall be made must be made a part of the contract, and the contract should also include a definite basis on which payments are to be made, such as the submission and acceptance of a report.

G Bonding Requirements.

1 Generally, performance bonds should be required in cases where advance payments are being made to other than public agencies. Where segments or units of the work on which progress payments are to be based would be of little or no value unless the total job covered by the

(V G 1)

contract is brought to full completion, a performance bond should be required in contracts with other than public agencies. Research work, of its very nature, is experimental; therefore, it may in certain cases be difficult, if not impossible, to guarantee anything except a report of performance of work aimed at reaching a particular objective. Consequently, in cases where in the opinion of the director of the originating division it would be impracticable to require bonds, or the requirement of bonds would be an unwarranted impediment in securing a contract, a recommendation to waive the requirements for bond, supported by a statement of pertinent circumstances, shall be submitted to the Director, Administrative Services Division, for approval by the contracting officer prior to preliminary clearance of the contract by the General Counsel's Office and the Office of Budget and Finance.

2 In cases not involving advance or progress payments the requirement as to furnishing a bond will be discretionary with the program division. A bond should be provided, however, in those instances where there is a possibility of loss to the Government, as the use of the bond is preferable to a special damage clause in the contract.

H Period of Contract. Contracts may be made for work to continue not to exceed four years from the date of such contracts. Unexpended balances of appropriations properly obligated under contracts may remain upon the books of the Treasury for not more than five fiscal years, in addition to the fiscal year in which executed, before being placed in the surplus fund of the Treasury.

I Patent and Publication Policies. The law requires that the results of research and service work conducted under contract be made available to the public through dedication, assignment to the Secretary of Agriculture, or such other means as may be determined by the contracting officer to best serve the public need.

Alternate language is provided in the attachments (General Conditions) to Exhibit A for use depending on whether the contractor is a publicly-financed or privately-owned organization.

J Release of Current Information. No information may be released by the contractor concerning the initiation or progress of the project without the concurrence of the contracting officer (or his designated representative when so contained in the contract provisions). An exception to this limitation may apply to information released by publicly-financed organizations with respect to nonpatentable results as agreed upon, and within the provisions of the contract.

VI PROCEDURE FOR CONTRACTING UNDER THE AUTHORITY OF THE AGRICULTURAL
MARKETING ACT

A Program Development. The primary responsibility of working up tentative programs and estimated costs of research programs subject to performance by contract lies with the division directors, the branch chiefs, or other subject matter specialists informally designated by the division director. By the 15th of July each year division directors will submit a memorandum in duplicate to the Administrator, Agricultural Marketing Service, containing a brief resumé of contracts proposed during the ensuing fiscal year. This resumé should include brief information on the object; the need for work; relationship to other work; whether within the scope of presently approved work projects; possible contractors, if known; estimate of cost; and duration. The Administrator will review the programs proposed and will establish lines of work, priorities, and approximate limits of money available in each area when the amount of contract funds available to the Agricultural Marketing Service is known.

B Selection of Contractor and Negotiation of Contracts.

1 The program division will:

a Contract prospective contractors, appraise their qualifications and ability to undertake and complete the research, and select the one best able to perform the research within the scope of the contemplated project and limits of the funds available. In selecting a contractor and negotiating the contract, particular care is to be exercised during any necessary preliminary discussions with prospective contractors to make sure that commitments are not made, or any action taken which can be construed by a prospective contractor as a commitment, prior to Departmental clearance of the contract draft.

b Negotiate with the selected contractor as to the proposed methods of carrying on the research. The standard contract form shall be discussed with the contractor and specific provisions outlining specifications, method of payment, and other administrative considerations not covered by the standard paragraphs may be developed jointly.

c Determine that the *-negotiated contract-* price, after thorough exploration, is just and reasonable. (See Exhibit B, paragraph E.)

d Collaborate with the Administrative Services Division in developing provisions pertaining to specifications, the work

(VI B 1 d)

to be done, duration, methods of payment, and/or other administrative aspects of the contract.

2 The Administrative Services Division will collaborate with the program division as indicated in 1 d above and will participate in the negotiations as may be desirable.

C Contract and Justification Statement Drafts (or amendment to contract).

1 Format. Exhibit A sets forth the general form to be used for the first part of the contract and the standard paragraphs (General Conditions) covering certain legal requirements and general policies of the Department which shall be a part of all contracts. RMA Contract Form 1 is to be inserted and made a part of all contracts with public institutions, such as the Land Grant Colleges, and RMA Contract Form 2 is to be inserted and made a part of contracts with all other contractors. The pages of the contract will then be numbered consecutively. A supply of RMA Contract Forms 1 and 2 may be secured from the Office of the Director, Administrative Services Division.

Exhibit B outlines requirements for the justification statement.

2 The program division will prepare the contract (see Exhibit A for form), or amendment draft, together with a preliminary draft of a memorandum of justification to the Administrator, AMS, from the program division director, outlining the justification for the contract (see Exhibit B for content), and forward ten copies of each of these documents to the Director, Administrative Services Division.

3 The Administrative Services Division, acting as general reviewing and clearance office, will:

a Forward copy or copies as follows:

(1) Budget and Finance Division, AMS - for review with relationship to the budgeted work program and fiscal aspects.

(2) Deputy Administrator for Marketing Research and Statistics, AMS, for:

(a) Review to determine proper coverage by a line project and coordination with other work in the Department; (if under

(VI C 3 a (2) (a))

a new line project the line project should be submitted three weeks in advance in accordance with the procedure outlined in AMS Instruction No. 119-1, Rev. 1, Line Projects); and

(b) Subject matter review of those contracts involving research and statistics.

(3) Deputy Administrator for Marketing Services, AMS - for subject matter review of those contracts involving marketing services.

(4) Statistical Clearance Officer - if clearance of form and reporting requirements with the Bureau of the Budget is required - 3 copies. (Previous contacts should be made if necessary.)

(5) Department Office of Budget and Finance - fiscal and procurement aspects.

(6) Department Office of the General Counsel - legal aspects.

b Correlate any suggestions received from AMS offices.

c Arrange a meeting of representatives of the General Counsel's Office, and the Office of Budget and Finance for final approval of the draft.

d Return an approved draft of the contract and justification memorandum to the program division director which will constitute the basis for final negotiation by the program division with the proposed contractor. (No changes shall be made in the approved draft without clearance with the Administrative Services Division.)

4 The director of the program division will:

a Send four copies of the approved contract form to the prospective contractor with the request that three copies be signed and returned. (This provides a signed copy to be returned to the contractor, one for AMS, and one for the use of the General Accounting Office.)

b *-Make appropriate arrangements with the contractor for furnishing the required bond if the contract provides that a bond be furnished. (SF-25, Performance Bond, is most often used. The bond must not be dated prior to date of the contract.)-*

(VI)

D Final Execution.

1 The program division, after the contract has been executed by the contractor, shall submit to the Director, Administrative Services Division, the following:

a Ten copies of the contract, including three signed by the contractor one of which is initialed by the division director.

b *-Six-* copies of the memorandum of justification (previously submitted in draft) signed by the division director.

2 The Administrative Services Division will:

a Route a signed copy of the contract and a copy of the justification memorandum to:

(1) The Department Office of the General Counsel for final approval and initials on contract.

(2) The Department Office of Budget and Finance for final approval and initials on contract.

(3) The Statistical Clearance Office if Bureau of the Budget Form OSS 78, Notice of Approval of Reporting or Record Keeping Requirements, has not been received by the Administrative Services Division. In such cases the Statistical Clearance Office will initial the contract indicating that Budget Bureau approval has been obtained, or will take immediate steps to obtain such approval.

b Secure signature of the contracting officer.

E Numbering and Distribution. The Administrative Services Division will number the contract and make the following distribution of copies *-of the contract and the justification memorandum (as necessary):-*

1 One signed and two conformed copies to the program division director: the signed copy to be forwarded to the contractor, and the two conformed copies for use by the division.

2 One signed and two conformed copies to the Budget and Finance Division, AMS: the signed copy for use by GAO, one conformed copy for the area administrative division and one for use by the Budget and Finance Division.

(VI E)

- 3 One conformed copy to the Office of the General Counsel.
- 4 One conformed copy to the Department Office of Budget and Finance.
- 5 One conformed copy to the Statistical Clearance Officer if clearance by the Bureau of the Budget has been requested.
- 6 One signed copy (that which shows Departmental approvals as obtained in paragraph D 2 above) will be retained by the Administrative Services Division which copy will constitute the file of the contracting officer.

F *Exception. It is permissible to issue purchase orders in an amount not to exceed \$500 for work performed under the Agricultural Marketing Act. Such orders may be effected as outlined below.

1 The program division will forward to the Director, Administrative Services Division:

a A brief memorandum (in duplicate) signed by the division director requesting approval of the order and containing the following information:

- (1) Purpose of the work to be done,
- (2) Name of the proposed contractor,
- (3) Statement that work to be performed will be carried out more effectively, more rapidly, or at less cost than if performed by the Department; and

b A requisition on Form AD-14, Request for Supplies, Equipment, or Services, signed by the division director and prepared as prescribed in Section VI C of AMS Instruction No. 240-3, Procurement of Administrative Supplies, Equipment, Forms, and Miscellaneous Services. The requisition should contain the following statement:

"The results of the work under this purchase order shall be made available to the public in such manner as the Secretary of Agriculture shall determine."

2 The Director, Administrative Services Division, will:

(VI F 2)

a Indicate approval on the memorandum, returning one copy to the program division;

b Initial the AD-14 and forward it to the Eastern Area Administrative Division.

3 The Eastern Area Administrative Division will prepare the purchase order on AD-38, including on the form the statement referred to in subparagraph 1 b above, and will make the necessary distribution of copies of the form.-*

VII RESPONSIBILITY FOR INSPECTION AND FOLLOW-UP PHASES OF THE CONTRACT

A The subject matter program division responsible for the contract will:

1 Make periodic inspection and regular follow-up (properly recorded by the program division) to determine that the work is satisfactorily conducted in accordance with the terms and specifications of the contract, and for the prompt initiation of any needed corrective action.

2 Initiate prompt action to change, amend, or terminate the contract should developments require such action.

3 Approve payments, making any necessary verification of the records and accounts of the contractor incident to the approval. While detailed accounting audits are not required in fixed price contracts, they are permissible under the terms of the standard phraseology contained in Exhibit A, and the program division may request the Program Appraisal and Audit Division to make any specific audit(s) to insure compliance with the terms of the contract.

4 Coordinate this work with its other research work.

5 Obtain and analyze reports from the contractor.

6 Perform other functions that may be specifically set forth in the contract as vested in the designated representative of the contracting officer.

B The Program Appraisal and Audit Division will:

(VII B)

1 Make such general reviews or regular audits each year as it may determine essential. The review or audit will include among other factors a determination as to whether the contract price was properly estimated, particularly where the character of the research made estimating difficult, and whether estimates have been carefully enough prepared as a means of guidance for the Service in the negotiation of future contracts.

2 Make any reviews or audits specifically requested by the program division, collaborating with the division as to the extent or type of audit necessary.

VIII APPROVAL OF PUBLICATIONS AND PRESS RELEASES CONCERNING CONTRACT WORK

Proposed publications and press releases concerning the contract shall be prepared by or under the general direction of the program division, and cleared with the Director of the Marketing Information Division, AMS, prior to release. (See Section V I and J above.)

IX FUNDS

A Funds under the contract limitation will be allotted by the AMS Budget and Finance Division to appropriate division directors in the amount provided in the Fund Allocations at the beginning of each fiscal year. Division directors will be responsible for the money and authorizing payment of vouchers. Adjustments in contract allotments during the year will be made with the concurrence of the appropriate division directors and the Assistant Administrator for Management. The Administrative Services Division will be advised of the allotments currently available to each division.

B Funds set aside for contract work may not be used for other purposes. Obligated funds may be held on the books of the Treasury for not more than five fiscal years, in addition to the fiscal year in which the contract is executed.

X REPORTS

A Financial Reports. Special instructions will be issued concerning the need for various financial reports required from time to time.

B Report on Completion. The program division shall submit a statement, in duplicate, at the conclusion of the work showing satisfactory completion (including final payment) in accordance with the specifications,

(X B)

and including a brief outline of the results obtained to the Director, Administrative Services Division. (One copy of this report will be sent to the Administrator, AMS.)

C Report on all Contracts. The Administrative Services Division will prepare a report on contracts at the end of the fiscal year showing:

- 1 Project number
- 2 Brief statement of the contract objective
- 3 Contractor
- 4 Date executed
- 5 Status (term, whether completed, etc.)
- 6 Amount of contract

O. V. Wells
O. V. Wells, Administrator

Attachments - 2

Approved Heading and Paragraphs
for Research and Service Contracts
under the
Research and Marketing Act of 1946

Note: Bracketed material is instructional only, and not intended to be included in contracts.

CONTRACT No. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
Washington 25, D. C.

RESEARCH AND MARKETING ACT CONTRACT
between

_____ and
UNITED STATES DEPARTMENT OF AGRICULTURE
for

[short descriptive title of contract]

[Insert at the beginning of the contract those "WHEREAS" clauses containing substantive background and general project description.]

WHEREAS, the Secretary of Agriculture, through his designated representative, in accordance with the provisions of the Research and Marketing Act of 1946, Public Law 733, 79th Congress, 7 U.S.C. 427i; 7 U.S.C. 1624, has determined that the research and service work and functions relating thereto, hereinafter referred to as "project," provided for herein, will be carried out more effectively, more rapidly, or at less cost than if performed by the United States Department of Agriculture, hereinafter referred to as "Department," and

WHEREAS, the _____ *

Name

✓Indicate whether contractor is a corporation, partnership, unincorporated association or individual; also, whether public or private.✓

of the City of _____, in the State of _____
hereinafter called the contractor, is in a position to undertake, perform,
and complete the project provided for herein.

NOW, THEREFORE, it is agreed between the parties that:

The Contractor shall:

Describe the work to be done and outline conditions and requirements specially applicable to the work.

✓The following paragraph shall be inserted when the contract provides for the collection of identical information from 10 or more persons other than Federal employees, and when the Statistical Clearance Officer concurs in such insertion.✓

The contractor agrees to submit to the contracting officer or his designated representative copies of all questionnaires and survey plans for transmittal in accordance with Departmental regulations, to the Bureau of the Budget for approval prior to their use, in accordance with the Federal Reports Act of 1942.

The Department agrees to pay the contractor the sum of \$ _____,
as follows:

[See Section IV F of attached Instruction.]

*Contractor represents that the aggregate number of his employees and his affiliates is /500 or more; /less than 500; and that he /has /has not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract; and that he /has /has not paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating thereto as requested by the contracting officer.

GENERAL CONDITIONS1 Records and Reports -

In addition to any records and reports specifically mentioned above, the contractor shall maintain such records as may be required and shall furnish such reports with respect to the status and progress of the project as the contracting officer or his designated representative shall require.

2 Access to Facilities, Records, and Accounts -

Accredited representatives of the Department shall have access at any reasonable time to the plant, laboratories, offices, or other facilities utilized in connection with the project, for purposes of inspection and observation of the status and progress of the project, and all data, information, records, reports, and accounts of the contractor relating to the project shall be made available to such representatives of the Department, and all such data, information, records, reports, and accounts shall be maintained available for inspection a minimum of two years beyond the termination date of the contract. Officers and employees of the contractor, or other personnel, assigned to or engaged in the conduct of the project, shall be available for consultation with such representatives at any reasonable time.

3 Subcontracting -

No subcontract shall be made by the contractor with any other party for performing any portion or all of the project without the written approval of the contracting officer.

4 Personal Benefits -

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

5 Patent Provisions and Publication of Results -

In accordance with the provisions of the Act, the public shall be granted all benefits of any patentable results of all research and investigations conducted under this contract, through dedication, assignment to the Secretary, publication, or such other means as may be determined by the contracting officer.

- (a) With respect to patentable results and in accordance with the foregoing paragraph, the contractor agrees:

RMA Contract Form I

- (1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Department may decide to undertake covering the subject matter above described.
- (2) To execute all papers requisite in the prosecution of such patent applications including assignments to the United States and dedications.
- (3) To secure the cooperation of any employee of the contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in the public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney are excluded from the duties of the contractor.

(b) Nonpatentable Results -

Results of research or investigations and information concerning the project, which the contracting officer determines will not form the basis of a patent application, shall be made known to the public in such a manner as the parties hereto may agree. In case of failure to agree, results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other with such credit or recognition as may be mutually agreed upon, provided that full responsibility is assumed by such party for any statements on which there is a difference of opinion, and provided further that no copyright shall subsist in any such publication. (In the case of publication by the contractor, _____ reprints shall be supplied to the Department.)

6 Covenant Against Contingent Fees -

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained

RMA Contract Form 1

by the contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

7 Designated Representative -

The contracting officer's designated representative referred to in this contract is _____, or any other person designated by the contracting officer.

8 Changes and Alterations -

The contracting officer may at any time, in writing, order changes or alterations in the specifications of this contract, provided such changes or alterations are within the general scope thereof, and, provided further, that the contracting officer and the contractor are in agreement that such change or alteration requires no change in the contract price. Changes or alterations which affect the contract price shall be accomplished through an amendment or a supplement to the contract.

9 Period of Contract -

This contract shall take effect upon execution by the contracting officer and shall remain in force and effect until completion of the work, but not to exceed _____ years, unless terminated as provided herein; provided, however, extension of time may be granted by the contracting officer for good cause. In any event, this contract shall not continue in force and effect more than 4 years from date of taking effect.

10 Termination -

This contract may be terminated by the contracting officer at any time by notice in writing to the contractor. In the event of termination, the contractor shall furnish a report as required by the contracting officer, or his designated representative summarizing the work done, the results accomplished, and conclusions resulting therefrom. The Department shall pay, upon presentation of proper claim therefor, the actual cost of the work performed by the contractor at the time of such termination (including severance pay where required by law or employment agreements entered into as a regular practice by the contractor), less any funds previously paid by the Department, and shall not be liable for any further claims; provided the claim submitted by

RMA Contract Form 1

the contractor shall not exceed the amount of consideration stated in the contract; and provided further that in the judgment of the contracting officer reasonable effort toward the contract objective has been made by the contractor in good faith, and that the costs incurred are reasonable in relationship to the total anticipated cost of the project. For this purpose cost will include such direct and indirect costs as were considered chargeable to this contract at the time of its negotiation. In the event of termination, any payments made by the Department for which services have not been rendered by the contractor shall be returned to the Department.

11 Default -

In the event that the contractor fails or refuses to perform this contract in accordance with the specifications and terms and conditions hereof, the contracting officer may by notice in writing declare the contractor in default, in which event the contractor will be responsible for any excess costs occasioned the Department by such default; provided the contractor shall not be liable for any excess costs if any failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes include, but are not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

12 Non-discrimination in Employment -

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

RMA Contract Form 1

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date inserted below by the Contracting Officer.

UNITED STATES DEPARTMENT OF AGRICULTURE

Date of Execution
by Contracting Officer

(Contracting Officer)

(Official Title)

Witness

(Contractor)

By _____

Business Address:

I, _____, certify that I am the Secretary of the organization named as contractor herein; that _____, who signed the contract on behalf of the contractor, was then _____ of said organization, and that said contract was duly signed for and on behalf of said organization by authority of its governing body.

SEAL _____

RMA Contract Form 2

GENERAL CONDITIONS

1 Records and Reports -

In addition to any records and reports specifically mentioned above, the contractor shall maintain such records as may be required and shall furnish such reports with respect to the status and progress of the project as the contracting officer or his designated representative shall require.

2 Access to Facilities, Records, and Accounts -

Accredited representatives of the Department shall have access at any reasonable time to the plant, laboratories, offices, or other facilities utilized in connection with the project, for purposes of inspection and observation of the status and progress of the project, and all data, information, records, reports, and accounts of the contractor relating to the project shall be made available to such representatives of the Department for audit and such other purposes as the contracting officer or his designated representative may determine and all such data, information, records, reports, and accounts shall be maintained available for inspection a minimum of two years beyond the termination date of the contract. Officers and employees of the contractor, or other personnel, assigned to or engaged in the conduct of the project, shall be available for consultation with such representatives at any reasonable time.

3 Subcontracting -

No subcontract shall be made by the contractor with any other party for performing any portion or all of the project without the written approval of the contracting officer.

4 Personal Benefits -

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

5 Patent Provisions and Publication of Results -

The patentable results of research and investigations conducted under this contract and all information, data, and findings developed under the terms of this contract, whether apprehended during the period of the contract, or subsequent thereto, shall be made available to the public through

RMA Contract Form 2

dedication, assignment to the Secretary, publication, or such other means as the contracting officer shall determine.

(a) With respect to patentable results, the contractor agrees:

- (1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Department may decide to undertake covering the subject matter above described.
- (2) To execute all papers requisite in the prosecution of such patent applications including assignments to the United States and dedications.
- (3) To secure the cooperation of any employee of the contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in the public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney are excluded from the duties of the contractor.

(b) Nonpatentable Results, -

Results of research or investigations and information concerning the project, which the contracting officer determines will not form the basis of a patent application, may be made known to the public only at the discretion of the contracting officer or his designated representative, under such conditions as the contracting officer or his designated representative may prescribe and with such credit or recognition of collaboration as he may determine. (In the case of publication by the contractor, _____ reprints shall be supplied to the Department.)

6 Covenant Against Contingent Fees -

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling

RMA Contract Form 2

agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or, in its descretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

7 Designated Representative -

The contracting officer's designated representative referred to in this contract is _____, or any other person designated by the contracting officer.

8 Changes and Alterations -

The contracting officer may at any time, in writing, order changes or alterations in the specifications of this contract, provided such changes or alterations are within the general scope thereof, and, provided further, that the contracting officer and the contractor are in agreement that such change or alteration requires no change in the contract price. Changes or alterations which affect the contract price shall be accomplished through an amendment or a supplement to the contract.

9 Period of Contract -

This contract shall take effect upon execution by the contracting officer and shall remain in force and effect until completion of the work, but not to exceed _____ years, unless terminated as provided herein; provided, however, extension of time may be granted by the contracting officer for good cause. In any event, this contract shall not continue in force and effect more than 4 years from date of taking effect.

10 Termination -

This contract may be terminated by the contracting officer at any time by notice in writing to the contractor. In the event of termination, the contractor shall furnish a report as required by the contracting officer or his designated representative summarizing the work done, the results accomplished, and conclusions resulting therefrom. The Department shall pay, upon presentation of proper claim therefor, the actual cost of the work performed by the contractor at the time of such termination (including severance pay where required by law or employment agreements entered into as a regular practice by the contractor) less any funds previously paid by the Department, and shall not be liable for any further claims; provided the claim submitted

RMA Contract Form 2

by the contractor shall not exceed the amount of consideration stated in the contract; and provided further that in the judgment of the contracting officer reasonable effort toward the contract objective has been made by the contractor in good faith, and that the costs incurred are reasonable in relationship to the total anticipated cost of the project. For this purpose cost will include such direct and indirect costs as were considered chargeable to this contract at the time of its negotiation. In the event of termination, any payments made by the Department for which services have not been rendered by the contractor shall be returned to the Department.

11 Default -

In the event that the contractor fails or refuses to perform this contract in accordance with the specifications and terms and conditions hereof, the contracting officer may by notice in writing declare the contractor in default, in which event the contractor will be responsible for any excess costs occasioned the Department by such default; provided the contractor shall not be liable for any excess costs if any failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes include, but are not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

12 Non-discrimination in Employment -

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

AMS INSTRUCTION No. 205-1
EXHIBIT A

RMA Contract Form 2

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date inserted below by the Contracting Officer.

UNITED STATES DEPARTMENT OF AGRICULTURE

Date of Execution
by Contracting Officer

By _____
(Contracting Officer)

(Official Title)

Witness

(Contractor)

By _____

Business Address:

I, _____, certify that I am the Secretary of the organization named as contractor herein; that _____ who signed the contract on behalf of the contractor, was then _____ of said organization, and that said contract was duly signed for and on behalf of said organization by authority of its governing body.

SEAL

JUSTIFICATION

- A *-A short statement on purpose of the work.-*
- B A statement as to the qualifications of the prospective contractor, and reasons for its selection. (This statement should include, but not be limited to, the reasons for eliminating other prospective contractors that might be interested and qualified in performing the proposed work. These reasons should be ample to warrant the selection proposed.)
- C A statement of the reasons for using the contracting provisions of the Act. Some of the factors which should be considered in recommending that the work be carried on by the contract include:
- 1 Necessity for early completion of the project.
 - 2 Availability of special structures or equipment for conducting investigations, research, or services.
 - 3 Availability of trained personnel or those with special skills.
 - 4 Economy of using facilities and services of such organizations as contrasted with the cost of establishing or using similar units in the Department (particularly for a one-time or short-duration project). Elements other than those mentioned above may exist in a particular case, depending upon the project, and should be set forth in the memorandum.
- D A statement as to whether the contract is for a complete job, and if not, an outline of plans for completion of the work.
- E The fixed price of the contract and a statement, supported by appropriate data, that the proposed contract price is reasonable. This figure is the amount agreed upon with the prospective contractor as the total expenditure by the Government and may vary from the original estimate or quoted price of the contractor as a result of the negotiations carried on between the Department representative and the contractor. These data will include, but not be limited to, the following factors or their equivalent:
- 1 Direct salaries.
 - 2 Supervisory and other indirect salaries.
 - 3 Special equipment required. (In fixed-price contracts such equipment and supplies unused at the end of the contract period will generally remain the property of the contractor unless

(E 3)

specific provision is made in the contract for other disposition. The residual or fair value of nonexpendable property remaining at the end of the contract period should be deducted in negotiating the contract price, when such items remain the property of the contractor.)

- 4 Special supplies and Services.
- 5 Travel and communications.
- 6 Overhead, including such items as the following:
Rent, electricity, insurance, amortization;
Office services and supplies;
Library services and supplies;
Ordinary laboratory supplies (chemicals and glassware);
Shopwork and maintenance
- 7 Profit (where applicable).

- F Public Data Clearance. When the data on identical items from 10 or more respondents are a part of a proposed contract, a statement shall be included that Budget Bureau approval of the contract provisions pertaining to plans and reporting requirements for such data collection has been or will be secured.
- G Inspection and Follow-up. Statement should outline in general when and by whom it is planned contacts will be made with the contractor, and the type of administrative review which will be followed to insure compliance with the terms of the contract.
- H Line Project. Statement should include the number and the status of the line project covering the contract.

Negotiated Contracts Under the
Agricultural Marketing Act

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EXHIBITS

- A Format for Research and Marketing Act Contracts
- B Justification

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service
Washington 25, D. C.

AMS INSTRUCTION No. 205-1
Rev. 2

ACTION BY: Division Directors

Negotiated Contracts Under the
Agricultural Marketing Act

I PURPOSE

The purpose of this Instruction is to outline the conditions and procedures for negotiated contract work under the Agricultural Marketing Act of 1946, 7 U.S.C. 1624.

II POLICY

It is the policy of the Department and the Agricultural Marketing Service to enter into contracts with public and private agencies, firms, and individuals qualified to carry on research and marketing service work authorized by the Act where the work can be performed more effectively, more rapidly, or at less cost than if performed by the Department.

III NATURE OF CONTRACT WORK AUTHORIZED - MARKETING RESEARCH AND SERVICE

Under Title II of the Research and Marketing Act, the Secretary is authorized to enter into contracts and agreements with States and agencies of States, private firms, institutions, and individuals for conducting research and service work, making and compiling reports and surveys, and carrying out other functions relating thereto when in his judgment the services or functions to be performed will be carried out more effectively, more rapidly or at less cost than if performed by the Department of Agriculture.

IV NEGOTIATED CONTRACTS

A Use. Contracts may be negotiated for the work authorized under the Agricultural Marketing Act (see Section II above) without regard to Section 3709 Revised Statutes, as amended by Public Law 152,

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Page 1
9-9-57

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(IV A)

81st Congress, where they are for research and service work in Agricultural Marketing either when specifications cannot be written with the degree of exactness required to permit competition or when for other reasons it is administratively determined to be advantageous to the Government. * * *

-B Selection of Contractor. Although it is not required by the Act that bids be invited, reasonable competition should be obtained consistent with the nature of the work and availability of qualified contractors. Descriptions of the proposed project should be provided to qualified contractors by personal contact, letter, or otherwise, to assure each an equal opportunity to compete.-

C Small Business Concerns. In accordance with the congressional intent as expressed in Public Law 152, 81st Congress, and Public Law 96, 82d Congress, pertaining to negotiated contracts, consideration should be given to negotiating, insofar as practicable, a fair proportion of the contracts under this procedure with small business concerns. (For this purpose, a small business concern is *-one which (1) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration.-*)

-D Labor Surplus Areas. Negotiated procurement contracts shall be awarded to contractors located within labor surplus areas to the extent that procurement objectives permit. However, in no case shall price differentials be paid for this purpose. The Administrative Services (AS) Division shall determine compliance with this provision.-

E Contracts To Be on Job Basis. As a general rule, contracts approved during any fiscal year are to provide for the entire job which is contemplated to be performed under such contract, provided, of course, that no contract can extend for a period of more than four years from the date of signature by the contracting officer as provided in the Act. This plan will require the obligation of funds adequate to complete the job from the appropriation currently available at the time the contract is signed. Such a plan will enable prospective contractors to plan more effectively the total job which should result in the lowest cost to the Government, will eliminate the necessity for renegotiating in subsequent fiscal years, and will relieve any doubt as to the availability of funds

(IV E)

for carrying the work to completion. It is recognized that there will be cases where the nature of the project is such as to make it undesirable or impracticable to provide for one contract to cover the entire project. There may be instances where it would be to the best interests of the Department to limit contracts as to either coverage or period. Contract provision should be made for changes or alterations in specifications should developments during the contract period necessitate such action, and for termination by the Department to protect the Government's interest in cases where the performance of the contractor is not in accordance with the required standards or anticipated results, or where it may otherwise be in the Department's interest to discontinue the contract.

F Contracts To Be on Fixed-Price Basis. Contracts on a fixed-price basis are preferred to those on other bases. This will insure in advance sufficient funds for completion of the work, will keep administrative expense of audit to a minimum, and otherwise contribute to a more effective program. The procedure contained in this Instruction applies primarily to contracts on a fixed-price basis. Proposed contracts on any other basis shall be approved by the Office of the General Counsel, the Office of *-Plant and Operations,-* and the Administrator prior to any negotiations.

G Approval of Contract Provisions Which Call for Collection of Data From the Public. Contract provisions, including plans, forms, and reporting requirements under the contracts, which provide for the collection of identical information from 10 or more persons (other than Federal employees considered as such) require approval by the Bureau of the Budget through the Statistical Clearance and Standards Office, AMS. (See 1 AR 561; Exhibit A; and Exhibit B, paragraph F, of this Instruction concerning timing and conditions of securing such approval.)

H Consideration and Payment.

1 Contracts may be for specific jobs of work such as marketing surveys, numbers of tests, etc., where payments may be related to measurable items. There may be contracts also for nonspecific or general work, where results cannot be guaranteed. In the latter case, the contract actually is for a stipulated level of effort by the contractor in a field of inquiry. Payments in such cases, in fixed-price contracts, are based on the contracting officer's satisfaction as to the contractor's efforts, although they may not reflect anticipated results. The contract should specify in as much detail as practicable the exact work to be performed by the contractor in order that there may be a measuring of performance. Where possible, definite criteria for such measurement of work performed or effort expended should be provided as the basis for making payments.

(IV H)

2 Advance, progress, or other payments may be made without regard to the provisions of Section 3648, Revised Statutes. *-Advance payments may be made in any amount not exceeding the contract price, provided that (a) adequate security for such advance payments is obtained when the contract is being made with other than public organizations; (b) the amount of the advance payments is based upon an analysis of the financing required by the contractor for the work and does not exceed reasonable financial requirements between payments; and (c) such advance payments are necessary in order to contract for the required work. Contract provisions shall state the amounts of advance payments.

Progress payments may be made as the work progresses. The basis on which progress payments are to be made should be stated; i.e., submission and acceptance of progress reports, completion of stages of research, etc.-*

I Bonding Requirements.

1 Generally, performance bonds *-on SF-25, Performance Bond,-* are required in contracts where advance payments are being made to other than public agencies. Where segments or units of the work on which progress payments are to be made would be of little or no value unless the total job covered by the contract is brought to full completion, a performance bond should be required in contracts with other than public agencies. Research work, of its very nature, is experimental; therefore, it may in certain cases be difficult, if not impossible, to guarantee anything except a report of performance of work aimed at reaching a particular objective. Consequently, in cases where in the opinion of the director of the originating division it would be impracticable to require bonds, or the requirement of bonds would be an unwarranted impediment in securing a contract, a recommendation to waive the requirements for bond, supported by a statement of pertinent circumstances, shall be submitted to the Director, AS Division, for approval by the contracting officer prior to preliminary clearance of the contract by the Office of the General Counsel and the Office of *-Plant and Operations.-*

2 In cases not involving advance or progress payments, the requirement as to furnishing a bond will be discretionary with the program division. A bond should be provided, however, in those instances where there is a possibility of loss to the Government, as the use of the bond is preferable to a special damage clause in the contract.

J Period of Contract. Contracts may be made for work to continue not to exceed four years from the date of such contracts. * * *

(IV)

-K Government-Furnished Property. Government property to be furnished to the contractor must be clearly identified in the contract. Provisions shall be included in the contract (1) that title remains in the Government, and (2) that such property is to be returned to the Government at a specified location or otherwise disposed of as directed by the contracting officer. (For information concerning disposition of property purchased under the contract see Exhibit B.)-

L Patent and Publication Policies. The law requires that the results of research and service work conducted under contract be made available to the public through dedication, assignment to the Secretary of Agriculture, or such other means as may be determined by the contracting officer to best serve the public need.

M Release of Current Information. No information may be released by the contractor concerning the initiation or progress of the project without the concurrence of the contracting officer (or his designated representative when so contained in the contract provisions). An exception to this limitation may apply to information released by publicly financed organizations with respect to nonpatentable results as agreed upon, and within the provisions of the contract.

V PROCEDURE FOR CONTRACTING UNDER THE AUTHORITY OF THE AGRICULTURAL MARKETING ACT

A Program Development. The primary responsibility of working up tentative programs and estimated costs of research programs subject to performance by contract lies with the division directors, the branch chiefs, or other subject matter specialists informally designated by the division director. By the 15th of July each year division directors shall submit a memorandum in duplicate to the Administrator, Agricultural Marketing Service, containing a brief resumé of contracts proposed during the ensuing fiscal year. This resumé shall include brief information on the object; the need for work; relationship to other work; whether within the scope of presently approved work projects; possible contractors, if known; estimate of cost; and duration. The Administrator will review the programs proposed and will establish lines of work, priorities, and approximate limits of money available in each area when the amount of contract funds available to the Agricultural Marketing Service is known.

(V)

B Selection of Contractor and Negotiation of Contracts.

1 The program division shall:

a Contact prospective contractors, appraise their qualifications and ability to undertake and complete the research, and select the one best able to perform the research within the scope of the contemplated project and limits of the funds available. In selecting a contractor and negotiating the contract, particular care is to be exercised during any necessary preliminary discussions with prospective contractors to make sure that commitments are not made, or any action taken which can be construed by a prospective contractor as a commitment, prior to Departmental clearance of the contract draft.

b Negotiate with the selected contractor as to the proposed methods of carrying on the research. The standard contract form shall be discussed with the contractor and specific provisions outlining specifications, method of payment, and other administrative considerations not covered by the standard paragraphs may be developed jointly.

c Determine that the negotiated contract price, after thorough exploration, is just and reasonable. (See Exhibit B, paragraph E.)

d Collaborate with the AS Division in developing provisions pertaining to specifications, the work to be done, duration, methods of payment, and/or other administrative aspects of the contract.

2 The AS Division shall collaborate with the program division as indicated in 1 d above and shall participate in the negotiations as may be desirable.

C Contract and Justification Statement Drafts.

1 Format.

a Contracts. Exhibit A sets forth the general form to be used for the first part of the contract and the standard paragraphs (General Provisions) covering certain legal requirements and general policies of the Department which shall be a part of all contracts. *-Form AD-261, General Provisions for Research and Service Contracts, -* is to

(V C 1 a)

be inserted and made a part of all contracts with public institutions, such as the Land Grant Colleges, etc. *-Form AD-262, General Provisions for Research and Service Contracts, -* is to be inserted and made a part of contracts with all other contractors. The pages of the contract shall then be numbered consecutively.

*-b Change Orders, Amendments, or Supplements.

(1) The following terms, as used in this Instruction, have the meanings indicated:

(a) Change order is a minor change within the scope of the contract which does not affect contract price.

(b) Amendment is a major change in the contract specifications within the scope of the contract or a change which affects the contract price.

(c) Supplement is a change which adds work not within the scope of the original contract.

(2) Special formats are provided for change orders, amendments, or supplements to contracts. The AS Division shall provide the proper format upon request. (Change orders, amendments, or supplements are subject to the same policies and procedures as original contracts.)-*

2 The program division shall:

a Prepare the contract together with a preliminary draft of a memorandum of justification to the Administrator, AMS, from the program division director, outlining the justification for the contract. (See Exhibit B for content of the justification memorandum.)

b Forward *-a copy of the correspondence and contract specifications or tentative work plans used for negotiating the price and a copy of each potential contractor's reply or proposal (this material will be returned with the approved draft), -* and 10 copies each of the contract draft and the justification memorandum to the Director, AS Division.

3 The AS Division, acting as general reviewing and clearance office, shall:

(V C 3)

a Forward copy or copies as follows:

(1) Budget and Finance (BF) Division, AMS - for review with relationship to the budgeted work program and fiscal aspects.

(2) Deputy Administrator for Marketing Research and Statistics, AMS, for:

(a) Review to determine proper coverage by a line project and coordination with other work in the Department; (if under a new line project, the line project should be submitted three weeks in advance in accordance with the procedure outlined in AMS Instruction No. 119-1, Line Projects); and

(b) Subject matter review of those contracts involving research and statistics.

(3) Deputy Administrator for Marketing Services AMS - for subject matter review of those contracts involving marketing services.

(4) Chief Statistical Officer - if clearance of form and reporting requirements with the Bureau of the Budget is required - three copies. (Previous contacts should be made if necessary.)

(5) Department Office of *-Plant and Operations-* - for procurement aspects.

(6) Department Office of the General Counsel - for legal aspects.

b Correlate any suggestions received from AMS offices.

c Arrange a meeting of representatives of the Office of the General Counsel, and the Office of *-Plant and Operations-* for final approval of the draft.

d Return an approved draft of the contract and justification memorandum to the program division director to constitute the basis for final negotiation by the program division with the proposed contractor. (No changes shall be made in the approved draft without clearance with the AS Division.)

(V C)

4 The director of the program division shall:

a Send four copies of the approved contract form to the prospective contractor with the request that three copies be signed and returned. (This provides a signed copy to be returned to the contractor, one for AMS, and one for the use of the General Accounting Office (GAO)).

b Make appropriate arrangements with the contractor for furnishing the required bond (SF-25) if the contract provides that a bond be furnished. The bond must not be dated prior to date of the contract.

D Final Execution.

1 The program division, after the contract has been executed by the contractor, shall submit to the Director, AS Division, the following:

a Ten copies of the contract, including three signed by the contractor, one of which is initialed by the division director.

b Six copies of the memorandum of justification (previously submitted in draft) signed by the division director.

2 The AS Division shall:

a Route a signed copy of the contract and a copy of the justification memorandum to:

(1) The Department Office of the General Counsel for final approval and initials on contract.

(2) The Department Office of *-Plant and Operations-* for final approval and initials on contract.

(3) The Statistical Clearance and Standards Office if Bureau of the Budget Form OSS 78, Notice of Approval of Reporting or Record Keeping Requirements, has not been received by the AS Division. In such cases the Statistical Clearance and Standards Office shall initial the contract indicating that Budget Bureau approval has been obtained, or shall take immediate steps to obtain such approval.

(V D 2)

b Secure signature of the contracting officer.

E Numbering and Distribution. The AS Division shall number the contract and make the following distribution of copies of the contract and the justification memorandum (as necessary):

1 One signed and two conformed copies to the program division director: the signed copy to be forwarded to the contractor, and the two conformed copies for use by the division.

2 One signed copy to the BF Division, AMS, for use by GAO.

-3 One conformed copy to the Eastern Area Administrative (EAA) Division, AMS.-

4 One conformed copy to the Department Office of the General Counsel.

5 One conformed copy to the Department Office of *-Plant and Operations.-*

6 One conformed copy to the Chief Statistical Officer, if clearance by the Bureau of the Budget has been requested.

7 One signed copy (that which shows Departmental approvals as obtained in paragraph D 2 above) *-and one conformed copy-* shall be retained by the AS Division. The signed copy will constitute the file of the contracting officer, *-and the conformed copy will be loaned to anyone who needs it.-*

F Exception. It is permissible to issue purchase orders in an amount not to exceed \$500 for work performed under the Agricultural Marketing Act. Such orders may be effected as outlined below.

1 The program division shall forward to the Director, AS Division:

a A brief memorandum (in duplicate) signed by the division director requesting approval of the order and containing the following information:

(V F 1 a)

- (1) Purpose of the work to be done,
- (2) Name of the proposed contractor,
- (3) Statement that work to be performed will be carried out more effectively, more rapidly, or at less cost than if performed by the Department; and

b A requisition on Form AD-14, Request for Supplies, Equipment, or Services, signed by the division director and prepared as prescribed in AMS Instruction No. 240-3, Procurement of Administrative Supplies, Equipment, Forms, and Miscellaneous Services. The requisition should contain the following statement:

"The results of the work under this purchase order shall be made available to the public in such manner as the Secretary of Agriculture shall determine."

2 The Director, AS Division, shall:

a Indicate approval on the memorandum, returning one copy to the program division;

b Initial the AD-14 and forward it to the EAA Division.

3 The EAA Division shall prepare the purchase order on AD-38, including on the form the statement referred to in subparagraph 1 b above, and shall make the necessary distribution of copies of the form.

VI RESPONSIBILITY FOR INSPECTION AND FOLLOW-UP PHASES OF THE CONTRACT

A The subject matter program division responsible for the contract shall:

1 Make periodic inspection and regular follow-up (properly recorded by the program division) to determine that the work is satisfactorily conducted in accordance with the terms and specifications of the contract, and for the prompt initiation of any needed corrective action.

2 Initiate prompt action to change, amend, supplement, or terminate the contract should developments require such action.

(VI A)

3 Approve payments, making any necessary verification of the records and accounts of the contractor incident to the approval. While detailed accounting audits are not required in fixed-price contracts, they are permissible under the terms of the standard phraseology contained in Exhibit A, and the program division may request the *-Internal Audit (IA)-* Division to make any specific audit(s) to insure compliance with the terms of the contract.

4 Coordinate this work with its other research work.

5 Obtain and analyze reports from the contractor.

6 Perform other functions that may be specifically set forth in the contract as vested in the designated representative of the contracting officer.

B The IA Division shall:

1 Make such general reviews or regular audits each year as it may determine essential. The review or audit shall include among other factors a determination as to whether the contract price was properly estimated, particularly where the character of the research made estimating difficult, and whether estimates have been carefully enough prepared as a means of guidance for the Service in the negotiation of future contracts.

2 Make any reviews or audits specifically requested by the program division, collaborating with the division as to the extent or type of audit necessary.

VII APPROVAL OF PUBLICATIONS AND PRESS RELEASES CONCERNING CONTRACT WORD

Proposed publications and press releases concerning the contract shall be prepared by or under the general direction of the program division, and cleared with the Director of the Marketing Information Division, AMS, prior to release. (See Section IV L and M above.)

VIII FUNDS

*-Initial allotments of funds under the contract limitation are made to appropriate division directors in the amount provided in the fund allocations at the beginning of each fiscal year. Division directors shall

(VIII)

request revisions in allotments for contracts in accordance with established allotment procedures. Such revisions shall be in line with the contract program approved by the Administrator.

The AS Division shall be advised by the program divisions of the allotments for contracts currently available to each division. Division directors shall be responsible for the obligations and for authorizing payment of vouchers.-*

IX REPORTS

A Financial Reports. Special instructions will be issued concerning the need for various financial reports required from time to time.

B Report on Completion. The program division shall submit *-four copies of a summary statement, -* at the conclusion of the work showing satisfactory completion (including final payment) in accordance with the specifications, and including a brief outline of the results obtained, to the Director, AS Division. (One copy of this report will be sent to the Administrator, AMS, *-one copy to the appropriate Deputy Administrator, one copy to the contracting officer, and one copy will be filed in the AS Division.-*)

C Report on All Contracts. The AS Division shall prepare *-for administrative use:

1 A summary of all contracts entered into during each fiscal year showing project number, contract objective, contractor, and amount;

2 A summary of all contracts in effect as of the end of each fiscal year showing contract number, contractor, subject matter, termination date, amount obligated, amount disbursed, balance, and allotment number; and

3 Special reports as required.-*

Oris V. Wells

Oris V. Wells
Administrator

Attachments

Approved Heading and Paragraphs
for Research and Service Contracts
under the
Research and Marketing Act of 1946

Note: Bracketed material is instructional only, and not intended to be included in contracts.

CONTRACT No. _____

UNITED STATES DEPARTMENT OF AGRICULTURE
Washington 25, D. C.

RESEARCH AND MARKETING ACT CONTRACT
between

and
UNITED STATES DEPARTMENT OF AGRICULTURE
for

[short descriptive title of contract]

[Insert at the beginning of the contract those "WHEREAS" clauses containing substantive background and general project description.]

WHEREAS, the Secretary of Agriculture, through his designated representative, in accordance with the provisions of the Research and Marketing Act of 1946, ~~as amended~~* 7 U.S.C. 427i; 7 U.S.C. 1624, has determined that the research and service work and functions relating thereto, hereinafter referred to as "project," provided for herein, will be carried out more effectively, more rapidly, or at less cost than if performed by the United States Department of Agriculture, hereinafter referred to as "Department." and

Page 2
9-9-57

FORM AD-261

**GENERAL PROVISIONS
FOR RESEARCH AND SERVICE CONTRACTS
(7 U.S.C. 427i AND 7 U.S.C. 1624)**

- 1. RECORDS AND REPORTS.**--In addition to any records and reports specifically mentioned above, the contractor shall maintain such records as may be required and shall furnish such reports with respect to the status and progress of the project as the contracting officer or his designated representative shall require.
- 2. ACCESS TO FACILITIES, RECORDS, AND ACCOUNTS.**--Accredited representatives of the Department shall have access at any reasonable time to the plant, laboratories, offices, or other facilities utilized in connection with the project, for purposes of inspection and observation of the status and progress of the project, and all data, information, records, reports, and accounts of the contractor relating to the project shall be made available to such representatives of the Department, and all such data, information, records, reports, and accounts shall be maintained available for inspection a minimum of two years beyond the termination date of this contract. Officers and employees of the contractor, or other personnel, assigned to or engaged in the conduct of the project, shall be available for consultation with such representatives at any reasonable time.
- 3. SUBCONTRACTING.**--No subcontract shall be made by the contractor with any other party for performing any portion or all of the project without the written approval of the contracting officer.
- 4. COVENANT AGAINST CONTINGENT FEES.**--The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 5. CHANGES AND ALTERATIONS.**--The contracting officer may at any time in writing, order changes or alterations in the specifications of this contract, provided such changes or alterations are within the general scope thereof, and, provided further, that the contracting officer and the contractor are in agreement that such change or alteration requires no change in the contract price. Changes or alterations which affect the contract price shall be accomplished through an amendment or a supplement to the contract.
- 6. TERMINATION.**--This contract may be terminated by the contracting officer at any time by notice in writing to the contractor. In the event of termination, the contractor shall furnish a report as required by the contracting officer or his designated representative summarizing the work done, the results accomplished, and conclusions resulting therefrom. The Department shall pay, upon presentation of proper claim therefor, the actual cost of the work performed by the contractor at the time of such termination (including severance pay where required by law or employment agreements entered into as a regular practice by the contractor), less any funds previously paid by the Department, and shall not be liable for any further claims; provided the claim submitted by the contractor shall not exceed the amount of consideration stated in the contract; and provided further that in the judgment of the contracting officer reasonable effort toward the contract objective has been made by the contractor in good faith, and that the costs incurred are reasonable in relationship to the total anticipated cost of the project. For this purpose cost will include such direct and indirect costs as were considered chargeable to this contract at the time of its negotiation. In the event of termination, any payments made by the Department for which services have not been rendered by the contractor shall be returned to the Department.

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7. DEFAULT.--In the event that the contractor fails or refuses to perform this contract in accordance with the specifications and terms and conditions hereof, the contracting officer may by notice in writing declare the contractor in default, in which event the contractor will be responsible for any excess costs occasioned the Department by such default; provided the contractor shall not be liable for any excess costs if any failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes include, but are not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

8. NONDISCRIMINATION IN EMPLOYMENT.--In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

9. PERSONAL BENEFITS.--No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

10. PATENT PROVISIONS AND PUBLICATION OF RESULTS.--In accordance with the provisions of the Act, the public shall be granted all benefits of any patentable results of all research and investigations conducted under this contract, through dedication, assignment to the Secretary, publication, or such other means as may be determined by the contracting officer.

(a) With respect to patentable results and in accordance with the foregoing paragraph, the contractor agrees:

- (1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Department may decide to undertake covering the subject matter above described.
- (2) To execute all papers requisite in the prosecution of such patent applications including assignments to the United States and dedications.
- (3) To secure the cooperation of any employee of the contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications, the determination of questions of novelty, patentability, and inventorship as well as other functions of a patent attorney are excluded from the duties of the contractor.

(b) **Nonpatentable Results.**--Results of research or investigations and information concerning the project, which the contracting officer determines will not form the basis of a patent application, shall be made known to the public in such a manner as the parties hereto may agree. In case of failure to agree, results may be made known to the public by either party after due notice and submission of the proposed manuscript to the other with such credit or recognition as may be mutually agreed upon, provided that full responsibility is assumed by such party for any statements on which there is a difference of opinion, and provided

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further that no copyright shall subsist in any such publication. (In the case of publication by the contractor, _____ reprints shall be supplied to the Department.)

11. DESIGNATED REPRESENTATIVE.--The contracting officer's designated representative referred to in this contract is _____

_____ or any other person designated by the contracting officer.

12. PERIOD OF CONTRACT.--This contract shall take effect upon execution by the contracting officer and shall remain in force and effect until completion of the work, but not to exceed _____ years unless terminated as provided herein; provided, however, extension of time may be granted by the contracting officer for good cause. In any event, this contract shall not continue in force and effect more than 4 years from date of taking effect.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date inserted below by the Contracting Officer.

UNITED STATES DEPARTMENT OF AGRICULTURE

DATE OF EXECUTION BY CONTRACTING OFFICER

By _____
CONTRACTING OFFICER

OFFICIAL TITLE

WITNESS

CONTRACTOR

By _____

Business Address:

I, _____, certify that I am the Secretary of the organization named as contractor herein; that _____ who signed the contract on behalf of the contractor, was then _____ of said organization and that said contract was duly signed for and on behalf of said organization by authority of its governing body.

SEAL

FORM AD-262

**GENERAL PROVISIONS
FOR RESEARCH AND SERVICE CONTRACT
(7 U.S.C. 427i AND 7 U.S.C. 1624)**

- 1. RECORDS AND REPORTS.**--In addition to any records and reports specifically mentioned above, the contractor shall maintain such records as may be required and shall furnish such reports with respect to the status and progress of the project as the contracting officer or his designated representative shall require.
- 2. ACCESS TO FACILITIES, RECORDS, AND ACCOUNTS.**--Accredited representatives of the Department shall have access at any reasonable time to the plant, laboratories, offices, or other facilities utilized in connection with the project, for purposes of inspection and observation of the status and progress of the project, and all data, information, records, reports, and accounts of the contractor relating to the project shall be made available to such representatives of the Department for audit and such other purposes as the contracting officer or his designated representative may determine, and all such data, information, records, reports, and accounts shall be maintained available for inspection a minimum of two years beyond the termination date of this contract. Officers and employees of the contractor, or other personnel, assigned to or engaged in the conduct of the project, shall be available for consultation with such representatives at any reasonable time.
- 3. SUBCONTRACTING.**--No subcontract shall be made by the contractor with any other party for performing any portion or all of the project without the written approval of the contracting officer.
- 4. COVENANT AGAINST CONTINGENT FEES.**--The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or, in its discretion, to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.
- 5. CHANGES AND ALTERATIONS.**--The contracting officer may at any time, in writing, order changes or alterations in the specifications of this contract, provided such changes or alterations are within the general scope thereof, and, provided further, that the contracting officer and the contractor are in agreement that such change or alteration requires no change in the contract price. Changes or alterations which affect the contract price shall be accomplished through an amendment or a supplement to the contract.
- 6. TERMINATION.**--This contract may be terminated by the contracting officer at any time by notice in writing to the contractor. In the event of termination, the contractor shall furnish a report as required by the contracting officer or his designated representative summarizing the work done, the results accomplished, and conclusions resulting therefrom. The Department shall pay, upon presentation of proper claim therefor, the actual cost of the work performed by the contractor at the time of such termination (including severance pay where required by law or employment agreements entered into as a regular practice by the contractor) less any funds previously paid by the Department, and shall not be liable for any further claims; provided the claim submitted by the contractor shall not exceed the amount of consideration stated in the contract; and provided further that in the judgment of the contracting officer reasonable effort toward the contract objective has been made by the contractor in good faith, and that the costs incurred are reasonable in relationship to the total anticipated cost of the project. For this purpose cost will include such direct and indirect costs as were considered chargeable to this contract at the time of its negotiation. In the event of termination, any payments made by the Department for which services have not been rendered by the contractor shall be returned to the Department.

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7. DEFAULT.--In the event that the contractor fails or refuses to perform this contract in accordance with the specifications and terms and conditions hereof, the contracting officer may by notice in writing declare the contractor in default, in which event the contractor will be responsible for any excess costs occasioned the Department by such default; provided the contractor shall not be liable for any excess costs if any failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes include, but are not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

8. NONDISCRIMINATION IN EMPLOYMENT.--In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The contractor further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

9. PERSONAL BENEFITS.--No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

10. PATENT PROVISIONS AND PUBLICATION OF RESULTS.--The patentable results of research and investigations conducted under this contract and all information, data, and findings developed under the terms of this contract, whether apprehended during the period of the contract, or subsequent thereto, shall be made available to the public through dedication, assignment to the Secretary, publication, or such other means as the contracting officer shall determine.

(a) With respect to patentable results, the contractor agrees:

- (1) To cooperate in the preparation and prosecution of any domestic and foreign patent applications which the Department may decide to undertake covering the subject matter above described.
- (2) To execute all papers requisite in the prosecution of such patent applications including assignments to the United States and dedications.
- (3) To secure the cooperation of any employee of the contractor in the preparation and the execution of all such papers as may be required in the prosecution of such patent applications or in order to vest title in the subject matter involved in the United States, or to secure the right of free use in the public. It is understood, however, that the making of prior art searches, the preparation, filing, and prosecution of patent applications; the determination of questions of novelty, patentability, and inventorship, as well as other functions of a patent attorney are excluded from the duties of the contractor.

(b) **Nonpatentable Results.**--Results of research or investigations and information concerning the project, which the contracting officer determines will not form the basis of a patent application, may be made known to the public only at the discretion of the contracting officer or his designated representative, under such conditions as the contracting officer or his designated representative may prescribe and with such credit or recognition of collaboration as he may

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determine. (In the case of publication by the contractor, _____ reprints shall be supplied to the Department.)

11. DESIGNATED REPRESENTATIVE.--The contracting officer's designated representative referred to in this contract is _____

_____ or any other person designated by the contracting officer.

12. PERIOD OF CONTRACT.--This contract shall take effect upon execution by the contracting officer and shall remain in force and effect until completion of the work, but not to exceed _____ years unless terminated as provided herein; provided, however extension of time may be granted by the contracting officer for good cause. In any event, this contract shall not continue in force and effect more than 4 years from date of taking effect.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date inserted below by the Contracting Officer.

UNITED STATES DEPARTMENT OF AGRICULTURE

DATE OF EXECUTION BY CONTRACTING OFFICER

By _____
CONTRACTING OFFICER

OFFICIAL TITLE

WITNESS

CONTRACTOR

By _____

Business Address:

I, _____, certify that I am the Secretary of the organization named as contractor herein; that _____ who signed the contract on behalf of the contractor, was then _____ of said organization, and that said contract was duly signed for and on behalf of said organization by authority of its governing body.

SEAL _____

JUSTIFICATION

- A A short statement on purpose of the work.
- B A statement as to the qualifications of the prospective contractor, and reasons for its selection. (This statement should include, but not be limited to, the reasons for eliminating other prospective contractors that might be interested and qualified in performing the proposed work. These reasons should be ample to warrant the selection proposed.)
- C A statement of the reasons for using the contracting provisions of the Act. Some of the factors which should be considered in recommending that the work be carried on by the contract include:
- 1 Necessity for early completion of the project.
 - 2 Availability of special structures or equipment for conducting investigations, research, or services.
 - 3 Availability of trained personnel or those with special skills.
 - 4 Economy of using facilities and services of such organizations as contrasted with the cost of establishing or using similar units in the Department (particularly for a one-time or short-duration project). Elements other than those mentioned above may exist in a particular case, depending upon the project, and should be set forth in the memorandum.
- D A statement as to whether the contract is for a complete job, and if not, an outline of plans for completion of the work.
- E The fixed price of the contract and a statement, supported by *-adequate-* data, that the proposed contract price is reasonable. This figure is the amount agreed upon with the prospective contractor as the total expenditure by the Government and may vary from the original estimate or quoted price of the contractor as a result of the negotiations carried on between the Department representative and the contractor. These data shall include, but not be limited to, the following factors or their equivalent:

(E)

- 1 Direct salaries.
 - 2 Supervisory and other indirect salaries.
 - 3 Special equipment required. (In fixed-price contracts such equipment and supplies unused at the end of the contract period shall generally remain the property of the contractor unless specific provision is made in the contract for other disposition. The residual of fair value of nonexpendable property remaining at the end of the contract period should be deducted in negotiating the contract price, when such items remain the property of the contractor.)
 - 4 Special supplies and services.
 - 5 Travel and communications.
 - 6 Overhead, including such items as the following:
Rent, electricity, insurance, amortization;
Office services and supplies;
Library services and supplies;
Ordinary laboratory supplies (chemicals and glassware);
Shop work and maintenance.
 - *-7 Performance bond. (Where no bond is included in contracts with other than a public organization, include reasons therefor in sufficient detail to show that the Department's interest is adequately protected.-*)
 - 8 Profit (where applicable).
- F Public Data Clearance. When the data on identical items from 10 or more respondents are a part of a proposed contract, a statement shall be included that Budget Bureau approval of the contract provisions pertaining to plans and reporting requirements for such data collection has been or will be secured.
- G Inspection and Follow-up. Statement should outline in general when and by whom it is planned contacts will be made with the contractor, and the type of administrative review which will be followed to insure compliance with the terms of the contract.
- H Line Project. Statement should include the number and the status of the line project covering the contract.

UNITED STATES DEPARTMENT OF AGRICULTURE
Agricultural Marketing Service
Washington 25, D. C.

AMS INSTRUCTION No. 205-1
Rev. 2
AUX 1

ACTION BY: Division Directors

Contacts with Directors of State
Agricultural Experiment Stations

It has been brought to our attention that in several instances Directors of State Agricultural Experiment Stations at Land-Grant Colleges have not been properly informed of research contracts or other types of co-operation which Departmental agencies have negotiated with departments or individuals outside of the experiment station but within the college or university. While there is no legal or other standing requirement for accomplishing this contact with the State Director, such action on our part will further strengthen our relations with the State experiment stations. Accordingly, AMS divisions and offices are requested to inform experiment station directors before or at the time they may initiate negotiations on such research contracts or other types of cooperation.

O. V. Wells

O. V. Wells
Administrator

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8-25-58

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AMS AGRICULTURAL ECONOMICS DIV
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AGRICULTURAL HISTORIAN
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INFORMATION FOR: All Divisions

Negotiated Contracts Under the Agricultural Marketing Act -
Establishment of a Board of Contract Awards

I PURPOSE

This Auxiliary (1) announces the members of a Board of Contract Awards for negotiated contracts, and (2) sets forth their duties. The Board is established in accordance with a recent amendment to the Administrative Regulations.

II MEMBERS OF THE BOARD OF CONTRACT AWARDS

The following personnel are designated to serve on the Board of Contract Awards for contracts executed under Title II of the Research and Marketing Act:

Director, Administrative Services Division, Chairman
Deputy Director, Alternate

Assistant to Deputy Administrator, Marketing Research
Deputy Administrator, Marketing Research, Alternate

Director, Market Quality Research Division	}	Serving on contracts per- taining to Market Quality Research Division only.
Deputy Director, Alternate		

Director, Transportation and Facilities Research Division	}	Serving on contracts per- taining to Transportation and Facilities Research Division only.
Deputy Director, Alternate		

Administrative Officer, Research Contracts and Cooperative
Agreements Work Group, Administrative Services Division,
Secretary

III DUTIES

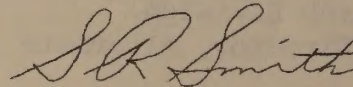
A The Board shall:

- 1 Review the specifications or work plan and list of prospective contractors before contact for official proposals,
- 2 Review proposals received,
- 3 Weigh the merits of each proposal,
- 4 Select the prospective contractor, and
- 5 Specify such price ceilings and contract terms and conditions as the Board deems appropriate for guidance in negotiating each contract.

B The Secretary of the Board shall:

- 1 Provide material to the board members,
- 2 Make arrangements for meetings, and
- 3 Document the award.

C The Deputy Administrator, Management, shall continue to serve as Contracting Officer (as Acting Administrator) and shall have final responsibility for negotiation and award of contracts. In his absence, the Deputy Administrator, Marketing Research, shall serve as alternate. In the absence of both, any other Deputy who is Acting Administrator, or the Associate Administrator, or the Administrator shall serve as Contracting Officer.



S. R. Smith
Administrator